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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

In re: Hyundai and Kia Engine Litigation II	Case No. 8:18-cv-02223-JLS-JDE Related Cases: 8:17-cv-00838-JLS-JDE 8:21-cv-01057-JLS-JDE 8:21-cv-00379-JLS-JDE 8:21-cv-00854-JLS-JDE **PLAINTIFFS' NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: November 18, 2022 Time: 10:30 a.m. Hon. Josephine L. Staton Courtroom: 8A

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NOTICE OF MOTION

PLEASE TAKE NOTICE that on November 18, 2022, at 10:30 a.m., before the Honorable Josephine L. Staton in Courtroom 8A, 8th Floor, of the United States District Court for the Central District of California, located at First Street U.S. Courthouse, 350 West 1st St., Los Angeles, CA 90012, Plaintiffs Leslie Flaherty, Joanna Caballero, Sharon Moon, Stanton Vignes, Kesha Franklin Marbury, Christina Roos, James Carpenter, James J. Martino, James H. Palmer, John H. Caro, Ashley Gagas, Nicole Thornhill, Janet O'Brien, Robert Buettner, Linda Short, James Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith will and hereby do move for a Court order preliminarily approving the proposed Settlement; certifying the proposed Settlement Class under Rule 23(b)(3); appointing Plaintiffs as Class representatives; appointing the undersigned attorneys Steve W. Berman and Matthew D. Schelkopf as Co-Lead Counsel and Gretchen Freeman Cappio as Settlement Counsel; ordering dissemination of the Class Notice under the notice plan set forth in the Settlement Agreement; and setting a schedule for final settlement approval.

Plaintiffs' unopposed motion is based on this notice; the accompanying Memorandum of Law; the Declarations of Steve W. Berman, Matthew D. Schelkopf, and Gretchen Freeman Cappio, and all attachments thereto (including the Settlement Agreement and its exhibits); the Proposed Order Granting Preliminary Approval of Class Action Settlement; and all other papers filed and proceedings had in this Action.

This motion is made following the conference of counsel under Local Rule 7-3 which took place on September 26, 2022.

DATED: September 26, 2022

Respectfully submitted,

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I. INTRODUCTION

This proposed Settlement[1] derives from a similar alleged engine defect as the one in *In re: Hyundai and Kia Engine Litig.*, No. 8:17-cv-00838 (C.D. Cal.) ("*Engine I*"), a class action also litigated by Co-Lead Counsel and presided over by Judge Staton to which final approval was granted in May 2021. The engine defect made the vehicles susceptible to premature, catastrophic engine failure, as well as the risk of engine fire during operation.

In *Engine I*, Hyundai and Kia agreed to settle class claims involving vehicles equipped with a Theta II gasoline direct injection engine, while continuing to oppose Plaintiffs' allegations that other vehicles with different engines contained the defect. But Plaintiffs' counsel continued to receive complaints from consumers about engine failures and fires in other engines, and thus continued to investigate and pursue these claims even while settling *Engine I*. This litigation and settlement is the product of those continued efforts.

The proposed Class Vehicles here encompass 2,119,358 Hyundai and Kia vehicles equipped with Gamma and Nu gasoline direct injection ("GDI") engines, as well as Theta II multipoint fuel injection ("MPI") engines.[2] Under the proposed Settlement, Class members are eligible to receive a range of benefits, including a robust warranty extension, reimbursement and compensation for certain out-of-pocket repairs, costs, and incidentals, goodwill payments, a rebate, and compensation for Class Vehicles destroyed by fire or sold or traded-in because of a failed engine. Because the proposed Settlement provides substantial benefits to Class members while avoiding the risks and costs of protracted litigation, Plaintiffs respectfully request the

[1] The capitalized terms used herein are defined in Section I of the Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Steve W. Berman ("Berman Decl.").

[2] *See* Section II.D., *infra*, for the list of proposed Class Vehicles.

Court grant their unopposed Motion for Preliminary Approval of the Class Action Settlement so that notice may be disseminated to the Settlement Class.

II. FACTUAL BACKGROUND

A. Plaintiffs' Allegations and Pre-Litigation Investigation

This Settlement is a result of the extensive efforts of both Co-Lead Counsel and Settlement Counsel and their independent pre-suit investigations concerning the existence of the engine defect in Theta II MPI, Gamma GDI, and Nu GDI engines. The pre-suit investigation included speaking with putative Class members and reviewing their documents, consulting automotive experts regarding the design and performance of Hyundai and Kia's engines, reviewing relevant regulatory documents, and investigating potential legal claims applicable to the putative Class.

B. History of the Litigation

On December 14, 2018, Plaintiff Flaherty and other named plaintiffs who owned or leased Hyundai and Kia vehicles equipped with Gamma GDI and Theta II GDI engines filed the proposed nationwide class action *Flaherty et al. v. Hyundai Motor Company, et al.*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.). *Flaherty* was amended twice, on January 10, 2019, and May 1, 2019, to add Plaintiffs Carpenter, Caballero, Moon, and Vignes, who owned or leased Hyundai and Kia vehicles equipped with Gamma and Nu GDI engines, along with other plaintiffs not subject to this proposed Settlement. The claims of the *Flaherty* plaintiffs with Theta II GDI engines were settled as part of *Engine I*, and the remaining litigation was stayed pending that settlement, including claims concerning the Gamma and Nu GDI engines.

On March 4, 2019, Plaintiff Linda Short filed the proposed nationwide class action *Short et al. v. Hyundai Motor Company, et al.*, No. 2:19-cv-00318-JLR (W.D. Wash.), and following consolidation with a related action (*Snider et al. v. Hyundai Motor America, et al.*, No. 2:19-cv-00371/3:19-cv-05193-JLR (W.D. Wash.)), Plaintiffs Short, Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle

Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith filed a consolidated amended complaint in *Short* on May 4, 2020. These actions also included allegations that the Gamma and Nu GDI and Theta II MPI engines suffered from the same defect as the Theta II GDI engines. Defendants vigorously opposed these allegations.

Between 2019 and 2021, the *Short* case was litigated extensively. In September 2019 and June 2020, Defendants filed two successive rounds of motions to dismiss Plaintiffs' allegations concerning Gamma GDI, Nu GDI, and Theta II MPI engines. Following these two rounds of extensive briefing on Defendants' motions, the majority of Plaintiffs' claims survived. Plaintiffs thereafter conducted significant discovery and expert work to establish the nature of the engine defect and to prove their claims concerning Defendants' conduct. Throughout late 2020 and much of 2021, the parties engaged in very active discovery and work with experts. Between rolling productions of documents and data, the parties engaged in iterative negotiations concerning the scope of discovery, search terms to facilitate locating and producing data and documents, and protocols for the production and treatment of electronically stored information. These negotiations were hard-fought but collegial, as Defendants fought to limit discovery while Plaintiffs sought the discovery they would need to prove their claims, particularly as to the Gamma and Nu GDI equipped vehicles owned by all but one of the Plaintiffs.

In the interest of litigating the case as efficiently as possible, Plaintiffs first prioritized technical and warranty documents and data in order to establish a common defect for class certification purposes. These efforts culminated in Defendants' production of thousands of pages of technical and engineering documents and voluminous warranty data. Plaintiffs' counsel and their experts reviewed and analyzed this information in considerable detail in order to prove their claims, assess the defect and potential remedies, and support class certification. Between April and June 2021,

the parties disclosed lengthy and detailed technical and economic expert reports in support of and in opposition to class certification. In preparation for further discovery and expert work on the merits, Plaintiffs worked with a consultant to completely tear down and analyze a Gamma GDI engine. On July 22, 2021, the parties filed a stipulation in which they informed the court that they were engaged in discussions regarding potential resolution of the action and set a schedule for class certification briefing and depositions of the experts. Shortly thereafter, and as a result of discussions between Plaintiffs' counsel in all of the pending actions and defense counsel, the parties agreed to stay the *Short* litigation to facilitate classwide settlement negotiations (see Section C *infra*). Nonetheless, the parties engaged in vigorous litigation right up to the start of global negotiations. Indeed, Defendants took the depositions of four of *Short* Plaintiffs just before negotiations commenced.

On February 26, 2021, Plaintiffs Marbury, Roos, Palmer, Martino, Caro, and Gagas filed the proposed nationwide class action *Marbury et al. v. Hyundai Motor America et al.*, No. 8:21-cv-00379-JLS-JDE (C.D. Cal.). On March 12, 2021, Plaintiffs Thornhill and O'Brien filed the proposed nationwide class action *Thornhill et al. v. Hyundai Motor Company et al.*, No. 8:21-cv-00481-JLS-JDE (C.D. Cal.). On June 15, 2021, Plaintiff Buettner filed the proposed nationwide class action *Buettner v. Hyundai Motor America, Inc. et al.*, No. 8:21-cv-01057-JLS-JDE (C.D. Cal.). Each of these actions alleged defects in Hyundai and Kia vehicles with Theta II MPI engines.

On September 8, 2021, the Court ordered the *Flaherty*, *Marbury*, *Thornhill*, and *Buettner* cases consolidated as *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.) ("*Engine II*") (Doc. 55). On November 8, 2021, Plaintiffs in *Engine II* filed a consolidated complaint (Doc. 57). On August 25, 2022, the *Short* case was consolidated with *Engine II* (Doc. 71), and on September 13, 2022, Plaintiffs filed an amended consolidated complaint (Doc. 72). On May 31, 2022, and September 22, 2022, respectively, the Court related and then consolidated *Chieco, et*

al. v. Kia Motors America, Inc., et al., No. 8:21-cv-00854-JLS-JDE (C.D. Cal.), with *Engine II*.[3] (*Chieco* Doc. 98; *Engine II*, Doc. 77.)

C. Settlement Efforts

While litigating *Engine I*, the parties agreed to stay the remaining *Flaherty* claims alleging that Gamma and Nu GDI engines also contained the engine defect. The parties strongly disagreed on which vehicle engines were afflicted.

After the settlement in *Engine I* received final approval in May 2021, the remaining *Flaherty* plaintiffs reinitiated this litigation with Defendants. Around the same time, and based on their independent investigations into different engine types, Co-Lead Counsel and Settlement Counsel filed the related proposed class actions *Marbury*, *Thornhill*, and *Buettner*, which expanded the scope of Hyundai and Kia vehicles alleged to suffer from the same engine defect to include Theta II MPI engines. Co-Lead Counsel and Settlement Counsel agreed to work together to cooperatively litigate the pending cases, which led the cases to be consolidated as *Engine II*, and the parties continued to litigate and discuss potential resolution jointly with Defendants.

From December 2020 to February 2022, Class Counsel and Settlement Counsel met and conferred with Defendants' counsel on multiple occasions regarding the *Engine II* allegations, HMA and KA's defenses, and potential resolution. These meetings culminated in a mediation session before Honorable Edward Infante (Ret.) of JAMS on February 22, 2022. At mediation, the parties reached agreement on the overall settlement structure but not all the specific details, and so we continued to negotiate regularly through August 2022, when the parties ultimately agreed to the proposed Settlement.

[3] Since *Chieco*'s relation and consolidation to *Engine II*, counsel for the *Chieco* Plaintiffs have not communicated with Class Counsel and Settlement Counsel about litigating or resolving class-wide claims for any overlapping proposed Class Vehicles.

The parties have already begun confirmatory discovery. On June 17, 2022, Plaintiffs served written discovery on Defendants. Defendants responded to Plaintiffs' requests on August 19, 2022, and began producing documents the week of August 22, 2022. The parties also negotiated a protective order, which Magistrate Judge Early entered on September 14, 2022. (Doc. 75.) Class Counsel and Settlement Counsel are reviewing Defendants' document production, and they will take the depositions of Defendants' corporate designees in the coming months.

D. The Proposed Settlement Terms

If approved, the Settlement will provide substantial benefits to the following Class:

> All owners and lessees of a Class Vehicle who purchased or leased the Class Vehicle in the United States, including those that were purchased while the owner was abroad on active U.S. military duty, but excluding those purchased in U.S. territories or abroad.[4]

[4] Excluded from the claims of the Class (and not released by this Settlement) are all claims for death, personal injury, property damage (other than damage to a Class Vehicle that is the subject of a Qualifying Repair), and subrogation. Also excluded from the Class are (a) HMA, HMC, KC and KA; (b) any affiliate, parent, or subsidiary of HMA, HMC, KC or KA; (c) any entity in which HMA, HMC, KC or KA has a controlling interest; (d) any officer, director, or employee of HMA, HMC, KC or KA; (e) any successor or assign of HMA, HMC, KC or KA; (f) any judge to whom this Action is assigned, the judge's spouse or partner, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; (g) individuals and/or entities who validly and timely opt-out of the settlement; (h) consumers or businesses that have purchased Class Vehicles previously deemed a total loss, salvaged, branded, or obtained from a junkyard (subject to verification through Carfax or other means); (i) vehicle owners or lessees who rent or previously rented the Class Vehicle for use by third-party drivers, including leasing companies; (j) individuals and commercial entities engaged in the business of buying, selling, or dealing in motor vehicles, including new and used motor vehicle dealerships, franchisees, vehicle brokers, or automobile auction houses and individuals employed by or acting on behalf of such businesses; (k) banks, credit unions or other lienholders; and (l) current or former owners of a Class Vehicles who previously released their claims in an individual settlement with HMA, HMC, KC or KA with respect to the issues raised the Action.

The Class Vehicles include the following vehicle models that were originally equipped or replaced with the respective corresponding genuine engine type within Original Equipment Manufacturer ("OEM") specifications.:

MODEL YEAR ("MY")	MODEL
2010–2012	Hyundai Santa Fe vehicles equipped with a Theta II 2.4-liter MPI engine
2011–2015	Hyundai Sonata Hybrid (HEV) vehicles equipped with a Theta II 2.4-liter MPI Hybrid engine
2016-2019	Hyundai Sonata Hybrid/Plug-In (HEV/PHEV) vehicles equipped with a Nu 2.0 GDI Hybrid engine
2010–2013	Hyundai Tucson vehicles equipped with a Theta II 2.4-liter MPI engine
2014–2021	Hyundai Tucson vehicles equipped with a Nu 2.0 GDI engine
2014	Hyundai Elantra Coupe vehicles equipped with a Nu 2.0 GDI engine
2014–2016	Hyundai Elantra vehicles equipped with a Nu 2.0 GDI engine
2014–2020	Hyundai Elantra GT vehicles equipped with a Nu 2.0 GDI engine
2012–2017	Hyundai Veloster vehicles equipped with a Gamma 1.6-liter GDI engine
2010–2013	Kia Forte vehicles equipped with a Theta II 2.4-liter MPI engine
2010–2013	Kia Forte Koup vehicles equipped with a Theta II 2.4-liter MPI engine
2014–2018	Kia Forte vehicles equipped with a Nu 2.0 GDI engine
2014–2016	Kia Forte Koup vehicles equipped with a Nu 2.0 GDI engine
2011–2016	Kia Optima Hybrid (HEV) vehicles equipped with a Theta II 2.4-liter MPI Hybrid engine
2017–2020	Kia Optima Hybrid/Plug-In (HEV/PHEV) vehicles equipped with a Nu 2.0 GDI Hybrid engine

MODEL YEAR ("MY")	MODEL
2011–2013	Kia Sorento vehicles equipped with a Theta II 2.4-liter MPI engine
2012–2016	Kia Soul vehicles equipped with a Gamma 1.6-liter GDI engine
2014–2019	Kia Soul vehicles equipped with a Nu 2.0 GDI engine
2011–2013	Kia Sportage vehicles equipped with a Theta II 2.4-liter MPI engine.

1. 15-Year/150,000-Mile Extended Warranty Coverage

All Class Vehicles that have completed the Knock Sensor Detection System ("KSDS") software update will receive a 15-year or 150,000-mile warranty ("Extended Warranty") covering all costs associated with inspections and repairs, including replacement parts, labor, diagnoses, and mechanical or cosmetic damage caused by connecting rod bearing failure. Settlement Agreement ("SA") § II(A). Further, for ninety (90) days immediately following the Final Approval Date, all Class Vehicles within the 15-year or 150,000-mile warranty period that have not received a recall inspection[5] will be eligible to schedule a free inspection and, if necessary, obtain repairs under the Extended Warranty regardless of any transfer in ownership or lease or any prior repairs.

Class Vehicles may only be denied Extended Warranty coverage for two reasons: Exceptional Neglect or KSDS Installation Neglect. Exceptional Neglect refers to when (i) Defendants or their dealers suspect the engine evidences a lack of maintenance or care (*i.e.*, outside of factory maintenance and care specifications) based on an inspection of the physical condition of the engine that shows unacceptable lacquering, varnish, or sludge (unless such lack of maintenance was due to a Qualifying Failure or Qualifying Fire) and (ii) service records demonstrate

[5] Previous recall campaigns are discussed *infra*.

unacceptable gaps in regular oil changes. Defendants will bear the diagnostic costs associated with establishing Exceptional Neglect. SA § I.J. KSDS Installation Neglect for Extended Warranty coverage purposes refers to the failure of a Class member to have the KSDS installed before experiencing an otherwise covered engine failure.[6] SA § I.Q.

In addition, Defendants will provide a comparable class of loaner vehicle to Class members during any repairs under the Extended Warranty. If no loaner vehicle is reasonably available through Defendants' authorized dealerships, the Class member is eligible to receive reimbursement of up to $80 per day for reasonable rental car expenses incurred until the Qualifying Repairs are completed.

As described more in Section III.A.4.iv. *infra*, the Extended Warranty is a robust but appropriate warranty length according to the National Highway Transportation Safety Administration ("NHTSA").

2. Recall and Product Improvements

In December 2020, in the wake of continuing litigation and discussions among the parties in both *Flaherty* and *Short*, Hyundai recalled certain model year 2011-2013 and 2016 Sonata Hybrid; 2012 Santa Fe; and 2015-2016 Veloster vehicles under NHTSA Recall No. 20V746. In September 2021, Hyundai recalled certain model year 2017 Tucson and 2017 Sonata Hybrid vehicles under NHTSA Recall No. 21V727.

In December 2020, Kia recalled certain model year 2012-2013 Sorento; 2012-2015 Forte and Forte Koup; 2011-2013 Optima Hybrid; 2014-2015 Soul; and 2012 Sportage vehicles under NHTSA Recall No. 20V750. In October 2021, Kia recalled certain model year 2017-2018 Optima Hybrid and Optima Hybrid Plug-In vehicles under NHTSA Recall No. 21V844.

[6] Recalled Class Vehicles are not subject to the KSDS Installation Neglect term. *See* SA § I.Q.

As of October 2021, Defendants represent that they had each initiated product improvement campaigns in which knock sensor technology could be added through a free software update to the Class Vehicles.

As part of the proposed Settlement, Defendants acknowledge that these recalls and product improvements represent part of the consideration to the Class. SA § II.B.

3. Repair Reimbursements

Class members who obtained a Qualifying Repair for a Class Vehicle within 15 years from the date of original retail delivery or first use or 150,000 miles and before receiving notice of the Settlement will be eligible for full reimbursement by Defendants.[7] SA § II.C. This reimbursement is available to Class members regardless of whether the Class member was an original owner, lessee, or subsequent purchaser, whether the repair was made at an authorized Hyundai or Kia dealership or third-party repair shop, and whether the repair was completed before or after the recall campaigns identified in the preceding section. Repair reimbursements will be provided under the proposed Settlement even if Defendants initially denied warranty coverage for alleged failure to properly service or maintain the Class Vehicle. Class members who presented their Class Vehicle to an authorized dealership and were denied in-warranty repair before receiving notice of this Settlement and then obtained their repair elsewhere are eligible for an additional $150 goodwill payment.

Claimants must submit a completed Claim Form within ninety (90) days of the Final Approval Order along with Proof of Ownership, Proof of Qualifying Repair reflecting a repair date on or before the Notice Date, and Proof of Payment for the Qualifying Repair.[8] For reimbursement claims regarding repairs performed at authorized Hyundai or Kia dealerships, Defendants shall take all reasonably available steps to acquire the information reasonably necessary to approve the claim (i.e., the

[7] Class Vehicles may be denied repair reimbursement for Exceptional Neglect.

[8] Claimants previously reimbursed in full or in part for a repair expense are not entitled to reimbursement for any monies already received.

date, nature, and cost charged for the repair) from their authorized dealerships that are still in operation. Defendants represent that they should be able to acquire such information in many instances, except for Proof of Payment by the Claimant. Such Claimants will likely only need to substantiate Proof of Payment for the repair (e.g., repair receipt, credit card receipt or statement, or any other receipt or statement showing a payment to the authorized dealership), as well as Proof of Ownership at the time of the repair (e.g., title, registration, or insurance documentation). If the Claimant does not have a repair receipt for a payment made in cash to an authorized Hyundai or Kia dealership, they may attest under the penalty of perjury that they do not have a receipt. Claimants who received repairs from a third-party shop must obtain and submit the required documentation to support their claim.

4. Repair-Related Transportation and Towing Reimbursements

Class members may also seek reimbursement for (1) all towing or other out-of-pocket expenses reasonably related to obtaining a Qualifying Repair, and (2) up to $80 per day for rental car, ride-sharing, or other transportation expenses if a loaner vehicle was not originally provided by Defendants.[9] SA § II.D. Reimbursement for towing, rental car, ride-share, and other transportation services is limited to no more than 15 days before delivery of the vehicle to the dealership or repair shop for the Qualifying Repair, and up to 3 business days after the Claimant was notified their vehicle was ready to be picked up. To obtain these reimbursements, the Qualifying Repair must occur within 15 years from the date of original retail delivery or first use or 150,000 miles, whichever comes sooner. Lost wages or other consequential damages are not reimbursable.

[9] Class members may be denied reimbursement for Exceptional Neglect or KSDS Installation Neglect. KSDS Installation Neglect for purposes of this settlement benefit means the failure of a Class member to have the KSDS installed within 150 days of the Notice Date. *See* SA § I.Q.

Claimants must submit a completed Claim Form within ninety (90) days of the Final Approval Order (for a Qualifying Repair occurring on or before the Notice Date) or the date the expenses were incurred or paid (for a Qualifying Repair occurring after the Notice Date), along with Proof of Ownership, Proof of Qualifying Repair, and Proof of Payment.[10]

5. Inconvenience Due to Repair Delays

Class members inconvenienced by repair delays exceeding sixty (60) days from an authorized Hyundai or Kia dealership may seek a goodwill payment based on the total cumulative delay length.[11] SA § II.E. For repair delays lasting between sixty-one (61) and one hundred and eighty (180) days, Class members are eligible for a $75 goodwill payment. For repair delays lasting one hundred and eighty-one (181) days or longer, Class members are eligible for a $100 goodwill payment plus an additional $100 payment for each 30-day period of delay thereafter. To obtain these inconvenience payments, the Qualifying Repair must occur within 15 years from the date of original retail delivery or first use or 150,000 miles, whichever comes sooner. Claimants may elect to receive this compensation in the form a dealership service card valued at 150% of the amount that would otherwise be paid, which can only be used at Defendants' authorized dealerships for parts, service, or merchandise.

Claimants must submit a completed Claim Form within ninety (90) days of the Final Approval Order (for a Qualifying Repair occurring on or before the Notice Date) or the date the repair was completed (for a Qualifying Repair occurring after the Notice Date). In the Claim Form, the Claimants must attest they felt inconvenienced by the delay and provide the number of days the repair took for completion. The

[10] Class members previously reimbursed in full or in part for repair-related expenses are not entitled to reimbursement for any monies already received.

[11] Class members may be denied reimbursement for Exceptional Neglect or KSDS Installation Neglect. KSDS Installation Neglect for purposes of this settlement benefit means the failure of a Class member to have the KSDS installed within 150 days of the Notice Date. *See* SA § I.Q.

Claimants must also submit Proof of Ownership and either Proof of Qualifying Repair or sufficient information for HMA or KA to ascertain the delay information from the repairing dealership.[12] Defendants shall take all reasonably available steps to acquire the information reasonably necessary to approve the claim (i.e., the date, nature, and cost charged for the repair) from their authorized dealerships, and Defendants represent that they should be able to acquire such information in many instances.

6. Incidentals for Qualifying Engine Failure or Engine Fire

Class members who experience a Qualifying Failure or Qualifying Fire while the Class member is far from home may seek additional reimbursement for other reasonably related transportation, lodging, and meal expenses.[13] SA § II.H. Claimants will receive reimbursement of full towing expenses. In addition, where the Qualifying Failure or Qualifying Fire occurred within one hundred and fifty (150) miles of the Class member's nearest residence, they are eligible for reimbursement of transportation expenses incurred on the date of the Qualifying Failure or Qualifying Fire up to $125. For a Qualifying Failure or Qualifying Fire occurring more than one hundred and fifty (150) miles from the Class member's nearest residence at the time, they are eligible for reimbursement of transportation, lodging, and reasonable meal expenses incurred for a maximum of three days following the Qualifying Failure or Qualifying Fire of up to $300 for the first day, $200 for the second day, and $100 for the third day. To obtain these reimbursements, the Qualifying Failure or Qualifying Fire must occur within 15 years from the date of original retail delivery or first use or

[12] Claimants that previously received a goodwill payment from HMA or KA are only eligible for the calculated amount of this inconvenience payment less any amounts previously paid.

[13] Claimants may be denied reimbursement for Exceptional Neglect or KSDS Installation Neglect. KSDS Installation Neglect for purposes of this settlement benefit means the failure of a Class member to have the KSDS installed within 150 days of the Notice Date. *See* SA § I.Q.

150,000 miles, whichever comes sooner. Lost wages or other consequential damages are not reimbursable.

Claimants must submit a completed Claim Form within ninety (90) days of the Final Approval Order (for a Qualifying Failure or Qualifying Fire occurring on or before the Notice Date) or the date the repair was completed (for a Qualifying Failure or Qualifying Fire occurring after the Notice Date), along with Proof of Ownership, Proof of Qualifying Failure or Qualifying Fire, Proof of Payment for the claimed expenses, and documentation evidencing the Class member's nearest residence.[14]

7. Lost Value for Sold or Traded-In Vehicles

Class members that (1) experienced a Qualifying Failure or Qualifying Fire within 15 years from the date of original retail delivery or first use or 150,000 miles, whichever comes sooner, and before receiving notice of the Settlement, and (2) sold or traded-in the Class Vehicle before the Notice Date without first procuring the recommended repair will be entitled to a $150 payment plus reimbursement of the baseline Black Book value (i.e., wholesale used vehicle value) of the sold or traded-in Class Vehicle at the time of loss minus the actual amount received from the sale or trade-in.[15] SA § II.G. Claimants must submit a completed Claim Form within ninety (90) days of the Final Approval Order, along with Proof of Ownership, Proof of Qualifying Failure or Qualifying Fire, and proof of sale or trade-in and the value received.[16]

8. Vehicle Destroyed by Engine Fire

Class members with Class Vehicles destroyed by a Qualifying Fire within 15 years from the date of original retail delivery or first use or 150,000 miles, whichever

[14] Claimants previously reimbursed in full or in part for such expenses are not entitled to reimbursement for any monies already received.

[15] Claimants may be denied reimbursement for Exceptional Neglect.

[16] Claimants previously paid in full or in part for such loss are not entitled to reimbursement for any monies already received.

comes sooner, will be entitled to a $150 goodwill payment plus reimbursement of the maximum Black Book value (i.e., private party/very good) of the Class Vehicle at the time of loss minus any value received for the vehicle.[17] SA § II.H. Claimants must submit a completed Claim Form within ninety (90) days of the Final Approval Order (for a Qualifying Fire occurring on or before the Notice Date) or within ninety (90) days after the Qualifying Fire occurred (for a Qualifying Fire occurring after the Notice Date), along with Proof of Ownership and Proof of Qualifying Fire.[18]

9. Rebate Program

Class members who (1) experience a Qualifying Failure or Qualifying Fire, (2) lose faith in their Class Vehicle because of the Settlement, (3) sell their Class Vehicle in an arm's length sale or trade, and (4) purchase a replacement Hyundai (for Hyundai Class members) or Kia (for Kia Class members) vehicle are eligible for a rebate.[19] The rebate will be calculated as the difference between the value the Claimant received at trade-in or sale and the maximum Black Book value (*i.e.*, private party/very good) of the Class Vehicle at the time of the relevant KSDS campaign launch for their Class Vehicle, irrespective of any underlying vehicle loans, up to the following amounts: (a) $2,500 for model year 2010-2012 Class Vehicles; (b) $2,000 for model year 2013-2014 Class Vehicles; (c) $1,500 for model year 2015-2016 Class Vehicles; and (d) $1,000 for model year 2017-2021 model year Class Vehicles. To obtain this rebate,

[17] Claimants may be denied reimbursement for Exceptional Neglect or KSDS Installation Neglect. KSDS Installation Neglect for purposes of this settlement benefit means the failure of a Class member to have the KSDS installed within 150 days of the Notice Date. *See* SA § I.Q.

[18] Claimants previously paid in full or in part for such loss are not entitled to reimbursement for any monies already received.

[19] Claimants may be denied reimbursement for Exceptional Neglect or KSDS Installation Neglect. KSDS Installation Neglect for purposes of this settlement benefit means the failure of a Class member to have the KSDS installed within 150 days of the Notice Date. *See* SA § I.Q.

the Qualifying Failure or Qualifying Fire must occur within 15 years from the date of original retail delivery or first use or 150,000 miles, whichever comes sooner.

Claimants must submit a completed Claim Form within ninety (90) days of the Final Approval Order (for a Qualifying Failure or Qualifying Fire occurring on or before the Notice Date) or within ninety (90) days of the Qualify Failure or Qualifying Fire (for a Qualifying Failure or Qualifying Fire occurring after the Notice Date). In the Claim Form, the Claimant must attest they lost faith in the Class Vehicle because of this Settlement. The Claimant must also submit Proof of Ownership, Proof of Qualifying Failure or Qualifying Fire, proof of sale or trade-in and the value received, and proof of purchase of a replacement Hyundai or Kia vehicle.

E. Notice to the Settlement Class

The Settlement Agreement contains a comprehensive notice plan, to be paid for and administered by Defendants. SA § IV. Class members will receive the Long Form Notice by direct U.S. mail. Defendants will identify Class members through Defendants' records and verify and update the information via R.L. Polk (a third party that maintains and collects the names and addresses of automobile owners) or a similar third-party entity, and will send the notice to Class members by first-class mail. Defendants will conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Class Vehicle owners before mailing notice. For each notice that is returned as undeliverable, Defendants will use their best efforts to conduct an advanced address search using their customer database to obtain a deliverable address.

In addition, a dedicated website will be created that will include the Long Form Notice, Pamphlet, Claim Form, Settlement Agreement, and other relevant documents. The settlement website will also include the ability for visitors to enter their VINs without completing a Claim Form to determine if their vehicles are Class Vehicles. Defendants will also email a hyperlink to the settlement website and electronic

versions of the Long Form Notice and Claim Form to Class members for which Defendants maintain an email address. Class Counsel and Settlement Counsel will also provide a link to the settlement website on their respective firm websites.

Notice will be sent within one hundred twenty (120) days after the Court's entry of an order preliminarily approving the proposed Settlement. Co-Lead Counsel and Settlement Counsel will also receive reports from Defendants regarding the details of the notices sent, including the number of notices sent and the total number of notices returned as undeliverable. Defendants will also provide notice of the settlement to the appropriate state and federal officials, as required by the Class Action Fairness Act, 28 U.S.C. § 1715. Defendants will file a certificate of service on the docket after CAFA notice has been completed.

Within one hundred twenty (120) days of the Final Approval Date, Defendants will also provide a copy of their Pamphlet by direct U.S. mail to all reasonably identifiable current owners or lessees of Class Vehicles. The Pamphlet is a separate, color-printed document that is designed to be kept with the owner's manual of the Class Vehicles. Defendants will also provide an electronic version of the Pamphlet by email to all current owners or lessees of Class Vehicles for whom Defendants maintain an email address.

The Settlement also accounts for any Class members who wish to object or exclude themselves. Any such request must be sent to Defendants and postmarked no more than forty-five (45) days after the Notice Date. The Settlement requires that any objection or opt-out contain sufficient information to reasonably demonstrate that the submission is made by a person who has standing as a Class member.

F. The Release

In exchange for the foregoing, and subject to approval by the Court, Plaintiffs and Class members who do not timely exclude themselves will be bound by a release applicable to all claims arising out of or relating to the claims that were asserted in the

complaint (the "Released Claims"). SA § VI. The Released Claims will extend to Defendants and their related entities and persons. The Released Claims will not, however, apply to any claims for death, personal injury, property damage (other than damage to a Class Vehicle), or subrogation.

III. ARGUMENT

A. The proposed Settlement warrants preliminary approval.

The proposed Settlement should be preliminarily approved if, taken as a whole and examined for overall fairness, the Court finds it "fundamentally fair, adequate, and reasonable." *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)). Preliminary approval is appropriate where "the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls with the range of possible approval…" *Collins v. Cargill Meat Sols. Corp.*, 274 F.R.D. 294, 301-02 (E.D. Cal. 2011) (quoting *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007)). The Ninth Circuit has declared that a strong judicial policy favors settlement of class actions. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).

1. The proposed Settlement is the product of serious, informed, arm's-length negotiations by experienced counsel.

First, the proposed Settlement is not the result of collusion among the parties. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011) (vacating and remanding a settlement approval order because the district court had not considered possible collusion); *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (considering and rejecting objectors' argument that settlement was product of collusion where allegations in complaint preceded settlement by one year and no other evidence of collusion). Courts consider whether the proposed settlement is a product of arm's length negotiations, performed by counsel well versed in the type

of litigation at issue. *See* A. CONTE & H.B. NEWBERG, NEWBERG ON CLASS ACTIONS § 11:41 ("NEWBERG") (proposed settlement entitled to "an initial presumption of fairness" when "negotiated at arm's length by counsel for the class"); *See Hughes v. Microsoft Corp.*, Nos. C98–1646C, 2001 WL 34089697, at *7 (W.D. Wash. Mar. 26, 2001) ("A presumption of correctness is said to attach to a class settlement reached in arms-length negotiations between experienced capable counsel after meaningful discovery." (quoting MANUAL FOR COMPLEX LITIGATION (THIRD) § 30.42).

Here, the litigation history, settlement process, and substantive settlement terms demonstrate the Settlement is not the product of collusion. The Settlement was formally negotiated at arm's length over the past twenty months, but also heavily predicated on the foundation, information, and experience of Co-Lead Counsel in the *Engine I* litigation. And the Class Vehicles here were on Co-Lead Counsel and Settlement Counsel's radar even before *Flaherty*'s initial filing in December 2018 given the attorneys' investigations into the alleged engine defect and widespread public reports of vehicle failures and fires in Class Vehicles. Despite the successful settlement and approval of *Engine I*, the parties began the negotiations here anew. From late 2020 through summer 2021, Plaintiffs' counsel for *Flaherty*/*Thornhill*, *Marbury*, *Buettner*, and *Short* were in separate contact and negotiations with Defendants' counsel concerning their individual cases against Hyundai and Kia. (Berman Decl. ¶ 13; Declaration of Matthew D. Schelkopf Decl. ("Schelkopf Decl.") ¶ 12; Declaration of Gretchen Freeman Cappio ("Freeman Cappio Decl.") ¶ 8.) Once Plaintiffs' counsel began working together, they spent roughly fifteen months negotiating substantive settlement issues, including the scope of class vehicles, the alleged defect, and regulatory action, with defense counsel. (Berman Decl. ¶ 14; Schelkopf Decl. ¶ 13; Freeman Cappio Decl. ¶13.)

Settlement Counsel also spent years litigating *Short* before any settlement negotiations began in earnest. As described in Section B, *supra*, during this time the

Short case was in active litigation right up until the case was stayed—Hyundai and Kia scheduled and took the depositions of four *Short* plaintiffs during the week of July 19, 2021, even as the parties informed the *Short* court that they were engaged in settlement discussions. Once Co-Lead Counsel and Settlement Counsel began working together to prosecute their proposed class actions and the *Short* litigation was stayed, they filed a consolidated complaint with the benefit of their ongoing research and the discovery obtained and expert work conducted in *Short*. (Berman Decl. ¶ 14; Schelkopf Decl. ¶ 13; Freeman Cappio Decl. ¶ 13.) They also renewed their settlement demands to Defendants. These negotiations culminated in mediation before retired Judge Infante, during which the parties agreed on a settlement structure. (Berman Decl. ¶15; Schelkopf Decl. ¶ 14; Freeman Cappio Decl. ¶ 14.) *See, e.g., Casey v. Doctor's Best, Inc.*, No. 820-cv-01325-JLS-JDE, 2022 WL 1726080, at *10 (C.D. Cal. Feb. 28, 2022) (finding all-day remote mediation with Hon. Edward A. Infante (Ret.) of JAMS supported arms'-length negotiations and lack of collusion); *G. F. v. Contra Costa Cty.*, No. 13-CV-03667-MEJ, 2015 WL 4606078, at *13 (N.D. Cal. July 30, 2015) ("[T]he assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.") (internal quotations omitted). After the February 2022 mediation, the parties continued to correspond and negotiate to reach the final terms proposed here. (Berman Decl. ¶¶ 15, 18; Schelkopf Decl. ¶¶ 14, 17; Freeman Cappio Decl. ¶¶ 14, 16.)

In addition to the discovery already obtained, the parties have already begun confirmatory discovery. Plaintiffs served written discovery, the parties negotiated a protective order, Defendants responded and produced documents to Plaintiffs, and Plaintiffs' counsel are in the process of reviewing these productions. Plaintiffs' counsel will also take the depositions of Defendants' corporate designees in the coming months.

Co-Lead Counsel and Settlement Counsel are experienced, capable class action attorneys that have represented consumers in a number of significant class actions against automakers including Hyundai and Kia, several of which resulted in successful, court-approved settlements. (Berman Decl. ¶¶ 2-3, 11, 18; Schelkopf Decl. ¶¶ 2-6, 11, 17; Freeman Cappio Decl. ¶¶ 2-5.) The settlement terms achieved are advantageous to the Class and on par with the relief demanded in Plaintiffs' respective complaints.

Last, while the parties have settled the substantive terms for the Class, they have not settled on attorneys' fees and costs. *See* MANUAL FOR COMPLEX LITIGATION (FOURTH) § 21.7 ("MANUAL (FOURTH)") ("Separate negotiation of the class settlement before an agreement on fees is generally preferable."); *see also Casey*, 2022 WL 1726080, at *10 (finding proposed settlement did not initially include an attorney fee agreement and the fact that a fee agreement was reached "several months later" demonstrated the settlement was "not the product of collusion to the benefit of Plaintiff's Counsel"); *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 334-35 (3d Cir. 1998) (affirming final approval of class settlement and fee award where "[t]here [was] no indication the parties began to negotiate attorneys' fees until after they had finished negotiating the settlement agreement."). The parties began negotiating fees and costs only after reaching agreement on the material terms of the Settlement. (Berman Decl. ¶ 19; Schelkopf Decl. ¶ 18; Freeman Cappio Decl. ¶ 17.) Defendants agree to pay a separate award of attorneys' fees and costs here, but the amount is still in dispute. If this proposed Settlement is preliminarily approved and the parties cannot agree on fees and costs before moving for Final Approval, Co-Lead Counsel and Settlement Counsel will file a joint motion for attorneys' fees and costs.

The substantive terms of the Settlement were thoroughly negotiated and net a favorable outcome for the Class. The Court should preliminarily approve the proposed Settlement.

2. The proposed Settlement offers no improper preferential treatment to Class Representatives or segments of the Class.

Scrutinizing a proposed settlement for possible preferential treatment of any settlement class member requires consideration of any disparity among what class members are poised to receive and, if there is any disparity, whether the settlement "compensates class members in a manner generally proportionate to the harm they suffered on account of [the] alleged misconduct." *Altamirano v. Shaw Indus., Inc.*, No. 13-CV-00939-HSG, 2015 WL 4512372, at *8 (N.D. Cal. July 24, 2015) (finding no preferential treatment); accord *Contra Costa Cty.*, 2015 WL 4606078, at *13-14 (analyzing whether the settlement singles out particular class members or instead "appears uniform").

Here, Plaintiffs seek certification of a single class of vehicle owners and lessees, and the relief offered is commensurate with the harms suffered by the Class members. For example, Class members who have not experienced a Qualifying Failure or Qualifying Fire will receive the Extended Warranty providing future coverage should the defect manifest in the 15-year/150,0000-mile useful life of their Class Vehicle. Class members who experience a Qualifying Fire are eligible for additional benefits under the proposed Settlement, including reimbursements and goodwill payments. The Settlement thus offers relief that will make each Class member whole based on the harm suffered and the Class member's experience with their Class Vehicle.

Likewise, the Class representatives will not receive preferential treatment or compensation disproportionate to their respective harm and contribution to the case under this proposed Settlement. They may submit settlement claims for applicable categories of relief like any other Class member, and Defendants have agreed to pay $5,000 for representatives who were deposed, and $3,000 for representatives who

were not, amounts that are well within the range of incentive awards in similar cases. *See Sebastian v. Sprint/United Mgmt. Co.*, No. 8:18-cv-00757-JLS-KES, 2019 WL 13037010, at *9 (C.D. Cal. Dec. 5, 2019) (approving $10,000 service award to plaintiff); *Ruch v. AM Retail Grp., Inc.*, No. 14-CV-05352-MEJ, 2016 WL 1161453, at *12 (N.D. Cal. Mar. 24, 2016) (internal quotations omitted) (permitting service awards to class representatives); s*ee also Smith v. Am. Greetings Corp.*, No. 14-CV-02577-JST, 2016 WL 362395, at *10 (N.D. Cal. Jan. 29, 2016) (finding $5,000 service awards are "presumptively reasonable").

3. The proposed Settlement easily meets the "threshold of plausibility" and has no obvious deficiencies.

Courts employ a "threshold of plausibility" standard intended to identify conspicuous defects. *Kakani v. Oracle Corp.*, No. C 06-06493 WHA, 2007 WL 1793774, at *6 (N.D. Cal. June 19, 2007). Unless the Court's initial examination "disclose[s] grounds to doubt its fairness or other obvious deficiencies," the Court should order that notice of a formal fairness hearing be given to Class members under Rule 23(e). *West v. Circle K Stores, Inc.*, No. CIV. S-04-0438 WBS GGH, 2006 WL 1652598, at *11 (E.D. Cal. June 13, 2006) (citation omitted); MANUAL (FOURTH) § 21.632, at 321-22. Because the proposed Settlement here meets the requirements required for preliminary approval, as detailed herein, it is not obviously defective and merits preliminary approval.

4. The proposed Settlement falls within the range of possible approval.

In determining whether to grant preliminary approval, the Court must consider several factors, including: "the strength of plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement." *Staton*, 327 F.3d at 959 (internal citation and

quotation marks omitted). "The relative degree of importance to be attached to any particular factor will depend upon and be dictated by the nature of the claim(s) advanced, the type(s) of relief sought, and the unique facts and circumstances presented by each individual case." *Officers for Justice v. Civil Serv. Comm'n of City & Cty. of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982).

i. The strength of Plaintiffs' case

Plaintiffs allege that Defendants sold Class Vehicles with defectively manufactured engines that are prone to sudden and catastrophic failure, creating the risk of engine fire. Engine failures and fires are expensive, destructive, and pose serious safety risks to consumers and other drivers. The engine defect alleged here can manifest in any of the Class Vehicles, necessitating recalls and implementation of the KSDS (installed in the Class Vehicles during the pendency of this litigation) for early engine wear detection. Defendants claim to have improved their design and manufacturing processes to reduce and potentially eliminate the problem in later model years, but as Co-Lead Counsel and Settlement's Counsel's ongoing investigations have shown, additional models continue to be impacted. Without the knock sensor technology, it is impossible to identify and repair those Class Vehicles that will manifest the defect beforehand. If the case were not to settle and the litigation to continue, Plaintiffs would expect to present evidence suggesting that Defendants each knew about the dangerous safety defect before Class Vehicles were made available for purchase, and that the Class Vehicles' engines can and do fail even if they are properly maintained. Co-Lead Counsel and Settlement Counsel are poised to prove Defendants violated numerous state consumer protection statutes, breached state and federal warranty laws, and engaged in fraud by failing to disclose a known safety defect that put consumers in avoidable danger and caused them to incur expensive and lengthy repairs.

But Co-Lead Counsel and Settlement Counsel are seasoned automotive class action litigators and recognize there are risks to proving liability here, in whole or in part. For example, Defendants may argue there was no fraud because they did not have knowledge of the engine defect before many of the Class Vehicles were sold. They will argue that not all Class members are harmed because some Class Vehicles will never manifest the engine defect, and for those that do, Defendants developed the KSDS to notify Class members and prevent engine failure and fire at all. Defendants will also argue that the individual service history of a Class Vehicle has a bearing on whether the engines will fail, and thus certification under Rule 23(b)(3) is inappropriate. Defendants will also likely argue they have made the affected Class members whole by covering many engine repairs under warranty or through goodwill, and that those repairs not covered were fairly denied because the dealership's inspection revealed the Class member was at fault for poor vehicle maintenance.

Finally, even if Plaintiffs prevail at trial and on appeal, the recovery and its benefits to the Class would be delayed by years. This means distributing damage awards would be even more difficult given the age of certain Class Vehicles already. Locating Class members will be more difficult, too, as will Class members' ability to find and submit required documentation for compensation. Certain benefits of the proposed Settlement, like the Extended Warranty and Class Vehicles values, would be diminished by the time of trial or appeal exhaustion as well. In other words, a victory at trial several years from now would likely not deliver results superior to the proposed Settlement before the Court now. Moreover, numerous engine failures and engine fires would have needlessly occurred during the time it took to prevail at trial and on appeal, many of which could have been avoided through the proposed Settlement.

ii. The risk, expense, complexity, and likely duration of further litigation

Class actions typically entail a high level of risk, expense, and complexity, which is why judicial policy so strongly favors resolving class actions through settlement. *See Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998) (affirming district court's approval of settlement and certification of class); *Class Plaintiffs*, 955 F.2d at 1276 (noting judicial policy favoring settlement of class actions). The litigation will likely be protracted and costly if the Parties cannot resolve this case through settlement. Co-Lead Counsel and Settlement Counsel frequently litigate automotive class actions that take several years to resolve, while some have gone on for over a decade with appeals. Before trying this case, the parties would brief motions to dismiss, conduct discovery, brief class certification (along with a potential Rule 23(f) appeal), and brief summary judgment and *Daubert* motions, in addition to expending considerable resources on electronic discovery, depositions, and expert witnesses. It is unlikely the case would reach trial before 2024, with additional post-trial activity to follow. In that time, more Class members will have sold their vehicles or experienced the defect and lost money out-of-pocket. And more Class members would be at risk for engine seizure or stalling, which they will be notified about and able to address through free inspections and repairs under this proposed Settlement.

The proposed Settlement balances these costs, risks, and potential for delay with its benefits, achieving a settlement that is fair and desirable to the Class. *See Casey*, 2022 WL 1726080, at *8 (observing that even if plaintiff prevailed at every stage, the possibility of lengthy appeals evidenced substantial risk of further litigation); NEWBERG § 11:50 ("In most situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results."); *Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.,* 221 F.R.D. 523, 526 (C.D. Cal. 2004).

iii. The risk of maintaining class action status through trial

A litigation class has not been certified here, and Plaintiffs face real risk at the class certification stage regardless of case strength. *See Acosta v. Trans Union, LLC*, 243 F.R.D. 377, 392 (C.D. Cal. 2007) ("The value of a class action 'depends largely on the certification of the class,' and [] class certification undeniably represents a serious risk for plaintiffs in any class action lawsuit.") (quoting *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 817 (3d Cir. 1995). While Plaintiffs believe this case is appropriate for class certification and that they could marshal sufficient evidence in support of such a motion, class certification proceedings are highly discretionary. *See, e.g.*, *Ellis v. Costco Wholesale Corp*., 657 F.3d 970, 987 (9th Cir. 2011). In addition, instead of resolving this litigation on a nationwide basis, Plaintiffs would likely only succeed in certifying certain state classes, further reducing the scope of relief to the potential class.

iv. The amount or type of relief offered in settlement

The proposed Settlement provides Class members with largely everything Plaintiffs sought in their complaints. Defendants are warning affected drivers of the risk of engine stalling and providing an Extended Warranty that will allow Class Vehicles free inspections and necessary repairs within the expected, useful life of the car (15 years or 150,000 miles). Although Plaintiffs initially sought lifetime warranties as they did in *Engine I*, safety considerations subsequently raised by NHTSA indicate an extended warranty for the expected useful life of the vehicle is more appropriate. Specifically, in ongoing communications between HMA and NHTSA about the alleged defect, a concern was recognized that the lifetime warranty could create a public safety risk by incentivizing consumers to drive vehicles longer than their contemplated useful lives.[20] NHTSA's view was that while the non-warranted vehicle

[20] Hyundai's communications with NHTSA about the extended warranty are chronicled in a declaration by Hyundai safety executive Brian Latouf. Due to extenuating circumstances, Mr. Latouf was unable to execute the declaration by

systems (such as those related to steering, braking, and general automotive safety) would deteriorate over time and cause safety hazards to drivers and the public alike, putative class members might be less likely to perform necessary vehicle maintenance or purchase a newer vehicle with innovative safety features because their engine is warranted for life.

Given Plaintiffs' concession on the lifetime warranty term, they demanded—and received—increased benefits in other categories of settlement relief as compared to *Engine I*. First, Class members will receive a higher cap on rental car reimbursements ($80 per day). Second, Class members stranded away from home because of a Qualifying Failure or Qualifying Repair are eligible for transportation, lodging, and meal reimbursements. Third, inconvenience payments for repair delays were increased, as were goodwill payments amounts for Qualifying Fires and warranty repairs improperly denied by Defendants. Like in *Engine I*, Class members will still receive full reimbursement for towing expenses and past repairs, compensation for sold or traded-in Class Vehicles that experienced a Qualifying Failure or Class Vehicles that were destroyed in a Qualifying Fire, and a rebate for lost faith in their Class Vehicles. In the proposed Settlement, the BBB process applies to both settlement claims and warranty coverage denials and also provides a more streamlined appeals process.

The Settlement offers an excellent result for the Class. Even though it is unlikely that a trial would produce a better result than the proposed Settlement, the settlement need not be the best possible outcome to meet the fair and adequate standard. *See Officers for Justice*, 688 F.2d at 628 ("It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery will not per se render the settlement inadequate or unfair.") (citing *Flinn v. FMC Corp.*, 528 F.2d 1169,

today's filing deadline. Hyundai represents that this declaration will be executed and filed this week.

1173-74 (4th Cir. 1975)); *Correa v. Zillow, Inc.*, No. 8:19-cv-00921-JLS-DFM, 2021 WL 4925394, at *5 (C.D. Cal. June 14, 2021) (approving settlement that represented approximately 13.75% of the defendant's total potential exposure).

v. Discovery completed and the stage of the proceedings

The Court must assess whether "the parties have sufficient information to make an informed decision about settlement." *Linney*, 151 F.3d at 1239. Discovery can be both formal and informal. *See Clesceri v. Beach City Investigations & Protective Servs., Inc.*, No. CV-10-3873-JST (RZx), 2011 WL 320998, at *9 (C.D. Cal. Jan. 27, 2011); *see also In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454 (9th Cir. 2000) (finding plaintiffs had "sufficient information to make an informed decision about the [s]ettlement" where formal discovery had not been completed but class counsel had "conducted significant investigation, discovery and research, and presented the court with documentation supporting those services.").

Before filing the *Flaherty* complaint, Co-Lead Counsel and Settlement Counsel devoted substantial time and energy to investigating the underlying facts and developing the factual and legal allegations. This included a review of several publicly available sources of technical information, hundreds of communications with class members, analyses and inspection of the allegedly defective engines (and how those engine designs were similar to or differed from the engines at issue in *Engine I*), consultation with automotive experts, and extensive research via publicly available documents. (Berman Decl. ¶ 12; Schelkopf Decl. ¶ 12; Freeman Cappio Decl. ¶ 7.) Counsel's independent document review included data and analysis relating to relevant warranty claims, customer complaints, goodwill payments, and field service reports. *Id.*

Settlement Counsel engaged in similar pre-suit investigation before filing the *Short* action, but also had the benefit of formal discovery as the case was litigated. (Freeman Cappio Decl. ¶ 8.) Defendants produced thousands of pages of technical and

engineering documents, including design, testing, and service bulletin information, as well as voluminous, detailed data on hundreds of thousands of repairs and warranty claims, including diagnostic information and comments from the technicians who worked on class members' vehicles. *Id.* at ¶ 9. Counsel and their highly qualified experts reviewed these documents and data closely, and both engineering and economic experts provided counsel with detailed reports based on this discovery. *Id.* Plaintiffs also worked with a consultant to tear down and analyze a Gamma GDI engine from a Class Vehicle. *Id.*

Based on Co-Lead Counsel and Settlement Counsel's substantial experience litigating automotive defect cases—including litigation and successful settlement of *Engine I*—the information they received was sufficient to evaluate the fairness of the proposed Settlement for the Class. (Berman Decl. ¶ 11; Schelkopf Decl. ¶ 11; Freeman Cappio Decl. ¶ 15.) While negotiating and resolving this litigation, Plaintiffs had a reasonably good sense of the strength and weakness of their case and were well situated to make an informed decision regarding settlement. *Id.* This is equally true as to the strengths as it is to weaknesses: in the *Short* case, in addition to their own experts' reports, Settlement Counsel were able to assess Defendants' view of the case because Hyundai and Kia disclosed lengthy and detailed reports from their own technical and economic experts. (Freeman Cappio Decl. ¶ 9.) Plaintiffs' counsel has also reviewed hundreds of putative Class member repair orders during this litigation. In addition, the parties have started confirmatory discovery, some of which was exchanged before finalizing this Settlement, and the confirmatory discovery will continue over the next several months. (Berman Decl. ¶ 16; Schelkopf Decl. ¶ 15; Freeman Cappio Decl. ¶ 15.)

vi. The experience and views of counsel

Co-Lead Counsel and Settlement Counsel believe the Settlement is fair, reasonable, and adequate based on their extensive experience litigating class actions.

At the preliminary approval stage, "[t]he recommendations of plaintiffs' counsel should be given a presumption of reasonableness." *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2008); *see also Casey*, 2022 WL 1726080, at *9 (finding the experience and view of experienced class counsel weighed in favor of approving settlement). Co-Lead Counsel and Settlement Counsel's experience is outlined in their respective declarations. *See* Berman Decl. ¶¶ 2-3; Schelkopf Decl. ¶¶ 2-6; Freeman Cappio Decl. ¶¶ 2-5.

vii. The presence of a governmental participant

The only connection with governmental entities in this litigation are Defendants' voluntary recalls of certain Class Vehicles, described in Section II(D)(2), *supra*, which was overseen by NHTSA. While NHTSA might have eventually initiated an investigation into all Class Vehicles, a great benefit of the proposed Settlement is that it avoids the protracted process of a multistage NHTSA investigation that can take years to complete. *See generally In re Gen. Motors Corp. Pickup Truck Fuel Tank Prods. Liab. Litig.*, MDL 961, 1993 WL 204116, at *3 (E.D. Pa. June 10, 1993) (noting NHTSA proceedings can take several years to conclude).

viii. The reaction of Class members

The Class has not been notified of the proposed Settlement and given an opportunity to object, so it is premature to assess this factor. Before the final approval hearing, the parties will provide the Court with any objections received after notice is disseminated, and they will address the substance of any of the objections in their motion for final approval. But granting preliminary approval and directing notice to Class members where the Class has not been certified before settlement may actually enhance Class members' opt-out rights. *See In re Prudential Sec. Inc. Ltd. P'ships Litig.*, 163 F.R.D. 200, 205-06 (S.D.N.Y. 1995) (explaining that "because the right to exclusion [from the class] is provided simultaneously with the opportunity to accept or

reject the terms of a proposed settlement," class members have a more concrete basis upon which to decide what they will sacrifice by opting out).

B. The Settlement Class satisfies Rule 23.

1. The Settlement Class satisfies Rule 23(a).

In granting preliminary approval, the Court must confirm the proposed Class meets the requirements of Rule 23. *See Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997); MANUAL (FOURTH), § 21.632. The prerequisites for class certification under Rule 23(a) are numerosity, commonality, typicality, and adequacy of representation, each of which is satisfied here. Fed. R. Civ. P. 23(a); *Hanlon*, 150 F.3d at 1019. First, Rule 23(a)(1) requires the class be "so numerous that joinder of all members is impracticable." In the Ninth Circuit, "classes of at least forty members are usually found to have satisfied the numerosity requirement." *Aikens v. Malcolm Cisneros*, No. 5:17-CV-02462-JLS-SP, 2019 WL 3491928, at *3 (C.D. Cal. July 31, 2019) (quoting *Makaron v. Enagic USA, Inc.*, 324 F.R.D. 228, 232 (C.D. Cal. 2018)). The proposed Class here is comprised of more than 2.1 million Class Vehicles, easily satisfying numerosity.

Second, Rule 23(a)(2) requires questions of law or fact common to the class, requiring Plaintiffs to "demonstrate that the class members have suffered the same injury." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349-50 (2011) (citation and internal quotation marks omitted). In the Ninth Circuit, "commonality only requires a significant question of law or fact." *Saenz v. Lowe's Home Centers, LLC*, No. 2:17-cv-08758-ODW-PLA, 2019 WL 1382968, at *3 (C.D. Cal. Mar. 27, 2019). But Plaintiffs must show "the capacity of a classwide proceeding to generate common answers apt to drive the resolution of the litigation." *Dukes*, 564 U.S. 350 (internal quotation marks and citation omitted). Here, the common issues include: (i) whether the Class Vehicles' engines all suffered the same risks arising from Defendants' unreasonable acts and omissions in the manufacturing, production, and sale of the Class Vehicles;

(ii) whether the defective engines can cause catastrophic engine failure and potentially result in engine fires; (iii) whether and when Defendants knew about the defective engines; (iv) whether a reasonable consumer would consider the defective engine and its consequences to be material; (v) whether the defective engine implicates safety concerns; and (vi) whether Defendants' conduct violates the consumer protection statutes alleged, and the terms of their warranties. Thus, commonality is also satisfied here.

Third, Rule 23(a)(3) requires "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Typicality is satisfied where the representative claims are "reasonably co-extensive with those of absent class members; [but] they need not be substantially identical." *Hanlon*, 150 F.3d at 1020. Here, Plaintiffs' claims arise out of the same facts and circumstances as those of the Class because they each purchased a Class Vehicle that contains a defective engine and thus suffered the same injury—namely, they were sold a defective vehicle that has required or will require a repair to make the vehicle safe. *See Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) ("Typicality can be satisfied despite different factual circumstances surrounding the manifestation of the defect."). Typicality is satisfied here, too.

Fourth, Rule 23(a)(4) requires "the representative parties [to] fairly and adequately protect the interests of the class." Adequacy requires the named plaintiffs and their counsel must not have any conflicts of interest with other class members, but also that the named plaintiffs and their counsel to prosecute the action vigorously on behalf of the class. *See Hanlon*, 150 F.3d at 1020. Here, Plaintiffs, Co-Lead Counsel, and Settlement Counsel do not have any conflicts of interest with other Class members, and Plaintiffs' counsel vigorously litigated the case over the course of three years and negotiated the proposed settlement with the assistance of a respected mediator. *See Aikens*, 2019 WL 3491928, at *4 (finding class representative adequate

where claims arose from the same set of facts as the proposed class and no conflict was evident); *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d at 566 (adequacy satisfied if plaintiffs and their counsel lack conflicts of interest and will prosecute the action vigorously on behalf of the class). Plaintiffs, Co-Lead Counsel, and Settlement Counsel satisfy the adequacy requirement.

2. The Settlement Class satisfies Rule 23(b)(3).

Rule 23(b)(3) requires the Court to find that "questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." The "predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation . . . [and] focuses on the relationship between the common and individual issues." *Hanlon*, 150 F.3d at 1022. Where common questions "present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication," predominance is met. *Id.* (citing Wright, Miller & Kane, Federal Practice and Procedure § 1778 (2d Ed. 1986)).

The questions central to Plaintiffs' claims are whether the Class Vehicles are similarly defective (namely, they were all equipped with engines built under and using the common procedures, practices, and manufacturing or production processes), whether Defendants had a duty to disclose any resulting manufacturing or production issues, whether Defendants knowingly concealed manufacturing or production issues, and whether one (or more) of these manufacturing or production issues is a material fact. The discovery and expert reports obtained in *Short* and the confirmatory discovery exchanged to date indicate that the engines were subject to the same manufacturing and production processes, which Plaintiffs allege makes them prone to premature and irregular engine wear, which can result in engine failure and engine fire. Plaintiffs further allege that Defendants knew of this defect, but concealed it, and

the discovery and expert reports obtained in *Short* provide support for the knowledge allegations. These are the same issues that courts have found sufficient to satisfy predominance. *See, e.g.*, *Hanlon*, 150 F.3d at 1022-1023 (allegedly defective rear liftgate latches); *Chamberlan v. Ford Motor Co.*, 223 F.R.D. 524, 526 (N.D. Cal. 2004) (allegedly defective engine intake manifolds).

Resolving all Class members' claims through a single class action is superior to a series of individual lawsuits involving these defective Class Vehicles from both an efficiency and value perspective. *See Hanlon*, 150 F.3d at 1023 ("From either a judicial or litigant viewpoint, there is no advantage in individual members controlling the prosecution of separate actions. There would be less litigation or settlement leverage, significantly reduced resources and no greater prospect for recovery."). By implementing and installing the KSDS (in all Class Vehicles), and providing compensation for actual harm (vehicles suffering engine failure or fire), the proposed Settlement resolves the significant problem of the defect for all Class members. Finally, manageability considerations are not a concern for settlement class certification. *Amchem*, 521 U.S. at 620 ("the proposal is that there be no trial"); *see also In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d at 557 ("manageability is not a concern in certifying a settlement class where, by definition, there will be no trial.").

The proposed Class meets the predominance and superiority requirements of Rule 23(b)(3), and therefore should be preliminarily approved by this Court.

C. The Court should order dissemination of the Class notice.

The proposed notice plan, *supra* II.E., has multiple layers and is designed to reach as many Class members as possible to inform them of their rights in clear language, and to facilitate the submission of claims. Defendants are responsible for all costs of Class notice and settlement administration under the proposed Settlement. SA § IV. HMA and KA may self-administer the Settlement or use a third-party administrator to process submitted claims. Claims may be submitted by U.S. mail,

email, or through the dedicated settlement websites. Hyperlinks to the settlement websites will be posted on HMA's and KA's websites.

1. The proposed Settlement offers the best notice method practicable.

The Court must "direct notice in a reasonable manner to all class members who would be bound by the proposal" before final approval. Fed. R. Civ. P. 23(e)(1). A settlement class certified under subsection (b)(3) requires the "best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B).

Individual notice will be disseminated by U.S. mail to all reasonably identifiable Class members under this proposed Settlement, satisfying due process requirements. *See Sullivan v. Am. Express Publ'g Corp.*, No. SACV 09-142-JST (ANx), 2011 WL 2600702, at *8 (C.D. Cal. June 30, 2011) ("Notice by mail has been found by the Supreme Court to be sufficient if the notice is 'reasonably calculated . . . to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.'" (*quoting Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950))). The Long Form Notice and Claim Form will be sent to Class members via U.S. mail. To identify Class members for notice, Defendants will provide Class Vehicle owner names, addresses, and vehicle identification numbers (VINs) to R.L. Polk & Company, or a similar third-party entity authorized to use that information to obtain the names and current addresses of Class members through state agencies. An address search will also be conducted through the United States Postal Service's National Change of Address database to update address information for Class members. If a notice is returned as undeliverable, best efforts will be used to conduct an advanced address search using Defendants' customer database to obtain a deliverable address.

Defendants will also email Class members a hyperlink to the dedicated settlement websites and an electronic version of the Long Form Notice and Claim

Form. The dedicated settlement websites will contain: (i) instructions on how to obtain reimbursements; (ii) a mechanism for Class members to submit claims electronically; (iii) contact information for Defendants or their Settlement Administrators for assistance with claims; (iv) the Long Form Notice; (v) the Pamphlet; (vi) the Claim Form; (vii) the Settlement Agreement; (viii) any orders issued in this litigation approving or disapproving of the proposed Settlement; and (ix) any other information the Parties deem relevant to the Settlement. Defendants or their Settlement Administrators will make the same information available to Class members through www.hyundaiusa.com/myhyundai and www.owners.kia.com via links to the dedicated settlement websites (apart from the mechanism for submitting claims).

Defendants' customer service departments will be available to respond to questions regarding submitted claim status, how to submit a claim, and other aspects of the settlement via a dedicated, toll-free telephone number. Defendants will also inform their authorized dealerships of the settlement so the dealerships can inform their customers of about it, as well as provide the dealerships Pamphlets for distribution to their customers.

Plaintiffs believe this notice plan is robust and the best practicable under the circumstances. *See, e.g.*, *Rannis v. Recchia*, 380 F. App'x 646, 650 (9th Cir. 2010) (finding mailed notice the best notice practicable where reasonable efforts were taken to ascertain class members' addresses).

2. The proposed notice adequately informs Class members about their rights.

Notice provided to Class members should "clearly and concisely state in plain, easily understood language" the nature of the action; the class definition; the class claims issues or defenses; that the class member may appear through counsel; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on class members. Fed. R. Civ. P. 23(c)(2)(B). The form of notice proposed by the Parties

complies with those requirements. SA, Exs. A, B. Notice sent by U.S. Mail will explain the terms of the proposed Settlement, the Class definition, the underlying litigation, and the fact that Class members may appear through counsel; detail the process for requesting exclusion from the Settlement; and disclose the binding effect of the Settlement on Class members if they do not request exclusion from the Court. Plaintiffs believe this is the most effective way to alert Class members to the Settlement and convey detailed information about the settlement approval process. *See Schaffer v. Litton Loan Servicing, LP*, No. 05-cv-07673-MMM, 2012 WL 10274679, at *8-9 (C.D. Cal. Nov. 13, 2012) (approving a similar notice plan); *see also Churchill*, 361 F.3d at 575 ("Notice is satisfactory if it 'generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.'" (*quoting Mendoza v. Tucson Sch. Dist. No. 1*, 623 F.2d 1338, 1352 (9th Cir.1980))).

3. Notice to federal and state officials.

Defendants will disseminate notice of the proposed settlement to the U.S. Attorney General and appropriate regulatory officials in all fifty states, as required by the Class Action Fairness Act, 28 U.S.C. § 1715. Defendants will provide copies of all required materials so the states and federal government may independently evaluate the settlement and raise any concerns with the Court before final approval.

D. Proposed Schedule for Final Approval

Event	Date
Notice Date	120 days after entry of the preliminary approval order
Class Counsel Fee and Service Award Application	30 days after the Notice Date
Opt-Out or Objection Deadline	60 days after the Notice Date
Claim Forms Due	90 days after the Final Approval Order if the Qualifying Failure or Qualifying Fire occurred on or

Event	Date
	before the Notice Date, or if it occurred after the Notice Date, within 90 days of the Qualifying Failure or Qualifying Fire
Final Approval papers to be filed	At least 14 days prior to the Final Approval Hearing
Final Approval Hearing	At a date convenient for the Court, not less than 195 days after entry of the preliminary approval order

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court preliminarily approve the proposed Settlement.

DATED: September 26, 2022

Respectfully submitted,

HAGENS BERMAN SOBOL SHAPIRO LLP

/s/ Steve W. Berman

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Interim Co-Lead Counsel

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

In re: Hyundai and Kia Engine Litigation II

Case No. 8:18-cv-02223-JLS-JDE

Related Cases:
8:17-cv-00838-JLS-JDE
8:21-cv-01057-JLS-JDE
8:21-cv-00379-JLS-JDE
8:21-cv-00854-JLS-JDE

DECLARATION OF STEVE W. BERMAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: November 18, 2022
Time: 10:30 a.m.
Hon. Josephine L. Staton
Courtroom: 8A

I, STEVE W. BERMAN, declare as follows:

1. I am an attorney duly licensed to practice law before this Court. I am a member of the Washington State Bar and I have been admitted to this Court *pro hac vice*. I am the managing partner of Hagens Berman Sobol Shapiro LLP ("Hagens Berman") and counsel of record for the Plaintiffs in *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.). I am submitting this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. Based on personal knowledge or discussions with counsel in my firm of the matters stated herein, if called upon, I could and would competently testify thereto.

2. As demonstrated by our firm résumé, attached hereto as Exhibit 2, Hagens Berman is among the most experienced and skilled practitioners in the complex litigation field, and has a long and successful track record in such cases. Hagens Berman is a nationally recognized law firm, with offices in Seattle, Berkeley, Boston, Chicago, Los Angeles, New York, Phoenix, San Diego, and London, England. We have been consistently rated by the National Law Journal in the top ten of plaintiffs' firms in the country. The firm has extensive experience litigating complex class actions asserting claims of securities, investment fraud, product liability, tort, antitrust, consumer fraud, employment, environmental, and ERISA cases. Hagens Berman has been approved by courts to serve as class counsel in hundreds of class actions, including cases in this District. Moreover, the fact that Hagens Berman has demonstrated a willingness and ability to prosecute complex cases such as this was undoubtedly a factor that encouraged Defendants to engage in settlement discussions, and added valuable leverage in the negotiations, ultimately resulting in the recovery for the Class.

3. My firm and I have significant experience prosecuting consumer class actions against automotive companies, including successful actions against Hyundai and Kia. Below is a sampling of such auto cases:

- Appointed as co-lead counsel in *In re Kia Engine Litigation*, No. 8:17-cv-00838-JLS-JDE (C.D. Cal.), on behalf of former and current Hyundai and Kia vehicle owners alleging a defect in more than 4 million vehicles equipped with Theta II GDI engines. The case settled and was granted final approval in this District in May 2021. The settlement package, valued at up to $1.3 billion, secured various categories of reimbursement and compensation for costly engine repairs and engine fires, as well as a lifetime transferable warranty against the alleged engine defect.

- Appointed as co-lead counsel in *In re General Motors LLC Ignition Switch Litigation*, No. 14-md-02543-JMF (S.D.N.Y), on behalf of millions of former and current GM vehicle owners and lessees related to an ignition switch defect concealed by GM that resulted in economic loss, injury, and death. The case settled for $120 million dollars and the district court granted final approval to the settlement in December 2020.

- Appointed as co-lead counsel in *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, No. 8:10-ml-02151-JVS-FMO (C.D. Cal.), on behalf of Toyota owners alleging a defect causes vehicles to undergo sudden, unintended acceleration. The case settled and the settlement package was valued at up to $1.6 billion, which was at the time the largest automotive settlement in history.

- Appointed as co-lead counsel in *In re MyFord Touch Consumer Litigation*, No. 3:13-cv-03072-EMC (N.D. Cal.), on behalf of owners of Ford vehicles equipped with MyFord Touch, an in-car communication and entertainment package, who claimed that the system is flawed, putting drivers at risk of an accident while causing economic hardship for owners. In December 2019, the district court finally approved a $17 million dollar settlement for seven state classes of purchasers.

- Appointed as co-class counsel in *Meyer v. Nissan North America, Inc.*, No. BC 263136 (Cal. Super. Ct.), on behalf of Nissan Quest minivan owners who alleged that their vehicles developed deposits in a part of the engine, causing drivers to apply increased pressure to push the accelerator

down. The case settled, providing reimbursement for cleanings or replacements and applicable warranty coverage.

- Appointed as co-settlement class counsel in *In re Hyundai and Kia Fuel Economy Litigation*, No. 2:13-md-2424-GW-FFM (C.D. Cal.), on behalf of owners after the car manufacturers allegedly overstated the MPG fuel economy ratings on 900,000 of its cars. The case resulted in a $255 million settlement; a lump-sum payment plan worth $400 million on a cash basis, and worth even more if owners opt for store credit (150 percent of cash award) or new car discount (200 percent of cash award) options. In 2018 and 2019, I successfully petitioned for *en banc* review of an adverse Ninth Circuit panel decision, argued, and obtained full affirmance of the settlement. *See In re Hyundai & Kia Fuel Economy Litigation*, 926 F.3d 539, 552 (9th Cir. 2019).

- In *Braverman v. BMW of North America, LLC*, No. 8:16-cv-00966 (C.D. Cal.), representing BMW owners in a national class action lawsuit following reports that BMW's i3 REx model electric cars contain a defect that causes them to suddenly and without warning lose speed and power mid-drive, putting drivers and passengers at risk of crash and injury. The case is pending.

- Appointed to plaintiffs' steering committee in *In re FCA US LLC Monostable Electronic Gearshift Litigation*, No. 2:16-md-02744-DML-DRG (E.D. Mich.), on behalf of owners of Jeep Grand Cherokee, Chrysler 300, and Dodge Charger vehicles alleging Fiat Chrysler fraudulently concealed and failed to remedy a design defect in 811,000 vehicles that can cause cars to roll away after they are parked, causing injuries, accidents, and other serious unintended consequences. The case was tried in September 2022 and is one of the first auto class cases to ever be tried.

- In *Tershakovec v. Ford Motor Company*, No. 1:17-cv-21087 (S.D. Fla.), representing owners of certain 2016 Shelby GT350 Mustang models in a case alleging that Ford sold these vehicles as track cars built to reach and sustain high speeds, but failed to disclose that the absence of a transmission and differential coolers can greatly diminish the vehicle's reported track capabilities. Shelby owners are reporting that this defect causes the vehicle to overheat and go into limp mode while in use, even when the car is not being tracked. The case is before the Eleventh Circuit after Ford appealed the granting of class certification.

- Appointed as class counsel in *Sheikh v. Tesla Motors, Inc.*, No. 5:17-cv-02193-BLF (N.D. Cal.), on behalf of Tesla owners in a lawsuit against the automaker for knowingly selling nearly 50,000 cars with nonfunctional Enhanced Autopilot AP2.0 software that still has not met Tesla's promises, including inoperative Standard Safety Features on affected models sold in Q4 2016 and Q1 2017. In November 2018, the district court granted final approval of a $5.4 million nationwide class settlement.

- I also have extensive experience litigating automotive emissions cheating cases, such as: *Volkswagen Diesel Emissions Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (plaintiffs' steering committee); *Volkswagen Dealers Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (class counsel); *Albers v. Mercedes-Benz USA, LLC*, No. 2:16-cv-00881-JLL-JAD (D.N.J.) (interim class counsel); *Counts v. General Motors LLC*, No. 1:16-cv-12541-TLL-PTM (E.D. Mich.); *In re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, & Products Liability Litigation*, No. 3:17-md-02777-EMC (N.D. Cal.) (plaintiffs' steering committee); *Bledsoe v. FCA US LLC*, No. 4:16-cv-14024-TGB-RSW (E.D. Mich.); *In re Duramax Diesel Litigation*, No. 1:17-cv-11661-TLL-PTM (E.D. Mich.).

4. On December 14, 2018, after undertaking an investigation, Hagens Berman filed the proposed class action *Flaherty, et al. v. Hyundai Motor Company, et al.*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.), on behalf of plaintiff Leslie Flaherty, other named plaintiffs, and all similarly situated persons who owned or leased Hyundai and Kia vehicles equipped with 1.6-liter Gamma gasoline direct injection ("GDI") and 2.0-liter and 2.4-liter Theta II GDI engines against Hyundai Motor America ("HMA"), Hyundai Motor Company ("HMC"), Kia Corporation ("KC"), and Kia America ("KA") (collectively "Defendants"), asserting claims for violations of the California Consumer Legal Remedies Act, the California Unfair Competition Law, the California False Advertising Law, and the Song-Beverly Act. *Flaherty* was amended twice, on January 10, 2019, and May 1, 2019, to add additional named plaintiffs with other GDI engines, including the Nu and Lambda GDI engines.

5. On March 12, 2021, Hagens Berman filed the proposed class action *Thornhill, et al. v. Hyundai Motor Company, et al.*, No. 8:21-cv-00481-JLS-JDE (C.D. Cal.), on behalf of plaintiffs Nicole Thornhill and Janet O'Brien, and all similarly situated persons who owned or leased certain Hyundai and Kia vehicles equipped with multi-point injection ("MPI") engines against Defendants, asserting claims for violations of the California Consumer Legal Remedies Act, the California Unfair Competition Law, the California False Advertising Law, and the Song-Beverly Act.

6. Both *Flaherty* and *Thornhill* alleged Defendants' flawed design and manufacturing processes resulted in the production and sale of Hyundai and Kia vehicles with defective engines. We alleged these engines were prone to premature and irregular connecting rod bearing wear that, if not caught early, can result in sudden and catastrophic engine failure, and in some instances engine fire.

7. In *Flaherty*, the parties agreed to stay litigation of the claims relating to certain class vehicles with other GDI engines while the parties negotiated and ultimately settled the claims involving class vehicles with Theta II GDI engines in *In re: Hyundai and Kia Engine Litig.*, No. 8:17-cv-00838 (C.D. Cal.) ("*Engine I*"). (*Flaherty*, ECF No. 38.)

8. On September 8, 2021, following final approval the *Engine I* settlement in May 2021 by this Court, *Flaherty* and *Thornhill* were consolidated as *Engine II*, along with the following proposed nationwide class actions alleging the same engine defect and filed by my co-Class Counsel and Settlement Counsel: *Marbury, et al. v. Hyundai Motor America, et al.*, No. 8:21-cv-00379-JLS-JDE (C.D. Cal.), and *Buettner v. Hyundai Motor America, Inc., et al.*, No. 8:21-cv-01057-JLS-JDE (C.D. Cal.). (*Flaherty*, ECF No. 55.) On August 25, 2022, the Court also ordered *Short, et al. v. Hyundai Motor Company, et al.*, No. 2:22-cv-03498-JLS-JDE (C.D. Cal.), which was

also filed by Settlement Counsel, consolidated with *Engine II* after it was transferred to this Court.[1] (*Engine II*, ECF No. 71.)

9. On September 8, 2021, the Court also appointed me and Matthew D. Schelkopf of Sauder Schelkopf LLC as Interim Co-Lead Counsel, and Gretchen Freeman Cappio of Keller Rohrback L.L.P. as Settlement Counsel for the putative class. (*Flaherty*, ECF No. 55.) Together, we filed a consolidated class action complaint and an amended consolidated class action complaint on November 8, 2021, and September 13, 2022, respectively. (*Engine II*, ECF Nos. 57, 72.)

10. Attached as Exhibit 1 to my declaration is a true and complete copy of the August 29, 2022 Settlement Agreement between the *Engine II* Plaintiffs and Defendants, including Exhibits A-D to the Settlement Agreement. The parties are still finalizing the Pamphlet Hyundai and Kia will distribute to Class members (see Settlement Agreement § I.T.) and will provide these to the Court in a supplemental filing.

11. Based on my personal and extensive experience with similar automotive class actions—many of which were settled and granted final approval, including against Hyundai and Kia and here in this District—I believe that settlement of these actions is appropriate and in the best interests of current and former Hyundai and Kia vehicle owners and lessees, as they will receive substantial benefits and avoid the risks, uncertainty, and delay that is inherent in any litigation. I believe the terms of the proposed Settlement are fair, adequate, and reasonable. I base these conclusions on what I have learned regarding the strengths and weaknesses of the parties' respective claims, defenses, and evidence during these cases.

[1] On September 22, 2022, the Court ordered *Chieco, et al. v. Kia Motors America, Inc., et al.*, No. 8:21-cv-00854-JLS-JDE consolidated with *Engine II*. (*Engine II*, ECF No. 77.) Since *Chieco*'s consolidation to *Engine II*, counsel for the *Chieco* plaintiffs have not communicated with me or my firm about litigating or resolving class-wide claims for any overlapping proposed class vehicles in *Engine II* and *Chieco*.

12. Plaintiffs have obtained information sufficient to allow them to evaluate and agree to a settlement. Before suing Defendants in *Flaherty* and *Thornhill*, Hagens Berman engaged an expert to investigate the defect and inspect class vehicle engines. The expert conducted extensive research via publicly available documents (including NHTSA complaints, Hyundai and Kia recall and service campaign documents, and warranties), spoke to hundreds of class members (including those engaged in repair or warranty disputes with Hyundai and Kia, and those offered individuals settlements), and reviewed their vehicle documentation.

13. While *Flaherty* was stayed, Hagens Berman continued our efforts, including interviewing vehicle owners and reviewing their documents, tracking NHTSA developments, and working with our expert and acquired salvage vehicles, to ascertain the breadth and severity of the alleged engine defect. And in early December 2020, we resumed informal resolution discussions with Defendants, during which we received and reviewed confidential information from Hyundai and Kia about the alleged defect and met and conferred with their representatives about it.

14. Once my firm began to work together with the firms of my Co-Lead Counsel and Settlement Counsel, together we spent roughly fifteen months (May 2021 to August 2022) jointly negotiating a class-wide settlement with Defendants and assessing the defect, the scope of vehicles, and NHTSA actions. All the while, we also continued to receive and follow up on contacts from putative class members alleging defect manifestation in their class vehicles. Our progress, including the two consolidated complaints we filed in this period, relied in part on the beneficial information obtained from discovery in *Short*.

15. In February 2022, the parties mediated before the Honorable Edward Infante (Ret.) of JAMS. While the parties agreed on an overall settlement structure at mediation, we continued to engage in regular negotiations over settlement details that ultimately resulted in the August 29, 2022 Settlement Agreement.

16. The proposed Settlement provides, and the parties have already begun, confirmatory discovery, which will allow Co-Lead Counsel and Settlement Counsel to obtain further testimony from Defendants about the alleged defect and ensure that the proposed Settlement's remedies are fair, adequate, and reasonable. Earlier this year, Plaintiffs served written discovery on Defendants, and last month we obtained thousands of pages of documents from Defendants relating to the class vehicles and their engine design, engineering, manufacturing, and pre- and post-production testing. We are still reviewing these documents, and the parties have an agreement to depose Defendants' corporate designees in the coming months.

17. Plaintiffs, Co-Lead Counsel, and Settlement Counsel do not have any conflicts of interest with other Class members. Co-Lead Counsel and Settlement Counsel have pursued this action for more than three years, through motion practice and discovery, and negotiated the proposed Settlement Agreement with the assistance of a respected mediator. Collectively, Co-Lead Counsel and Settlement Counsel have devoted thousands of hours in the prosecution of these claims and incurred significant expenses in our pursuit of relief on behalf of all class members.

18. Our negotiations with Defendants were adversarial and conducted at arms'-length, resulting in a proposed settlement that is fair, reasonable, and adequate. After negotiating, mediating, and reaching general agreement on the broader terms of settlement, Co-Lead Counsel and Settlement Counsel spent months meeting and conferring with Defendants' counsel by phone and in writing to hammer out the details of the Settlement Agreement. I have negotiated other settlements with Defendants and its counsel, all of which were deemed fair, reasonable, and adequate. *See, e.g.*, *In re Hyundai and Kia Fuel Economy Litigation*, No. 2:13-md-2424-GW-FFM (C.D. Cal.); *In re Kia Engine Litigation*, No. 8:17-cv-00838-JLS-JDE (C.D. Cal.).

19. These negotiations and the terms of the proposed settlement also do not create or reflect any conflict of interest regarding attorneys' fees, costs, or class representative service awards. While Defendants have agreed they will separately pay these items so as not to diminish the settlement value available to Class members, there is no clear sailing provision in the proposed Settlement. We began negotiating fees and costs with Defendants after we reached agreement on the material terms of the Settlement, but the parties have not agreed on these amounts. The parties have only agreed that Class representatives that were deposed will receive $5,000, while Class representatives that were not deposed will receive $3,000. Co-Lead Counsel and Settlement Counsel will jointly move for an award of reasonable attorneys' fees, costs, and the agreed-upon service awards, and Defendants may oppose this at their discretion. Any fees, costs, or service awards will ultimately by decided and approved by this Court.

20. Throughout the course of this litigation, Hagens Berman clients and *Engine II* plaintiffs Leslie Flaherty, Joanna Caballero, James Carpenter, Sharon Moon, Stanton Vignes, Nicole Thornhill, and Janet O'Brien have been available for multiple communications and provided information for various pleadings, and stayed abreast of the litigation progress.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 26th day of September, 2022, at Seattle, Washington.

/s/ Steve W. Berman
STEVE W. BERMAN

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of this 29th day of August, 2022, by and between Plaintiffs Leslie Flaherty, Joanna Caballero, James Carpenter, Sharon Moon, Stanton Vignes, Kesha Franklin Marbury, Christina Roos, James J. Martino, James H. Palmer, John H. Caro, Ashley Gagas, Nicole Thornhill, Janet O'Brien, Robert Buettner, Linda Short, James Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith (the "Plaintiffs" or "Class Representatives"), individually and as representatives of the Class defined below, and Defendants Hyundai Motor America ("HMA"), Hyundai Motor Company ("HMC"), Kia Corporation ("KC"), and Kia America, Inc. ("KA") (collectively the "Parties").

WHEREAS, Plaintiffs Flaherty, Caballero, Carpenter, Moon, and Vignes filed the proposed nationwide class action lawsuit *Flaherty et al. v. Hyundai Motor Company, et al.*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.) on December 14, 2018; Plaintiffs Marbury, Roos, Martino, Palmer, Caro, and Gagas filed the proposed nationwide class action lawsuit *Marbury et al. v. Hyundai Motor America et al.*, No. 8:21-cv-00379-JLS-JDE (C.D. Cal.) on February 26, 2021; Plaintiffs Thornhill and O'Brien filed the proposed nationwide class action lawsuit *Thornhill et al. v. Hyundai Motor Company et al.*, No. 8:21-cv-00481-JLS-JDE (C.D. Cal.) on March 12, 2021; and Plaintiff Buettner filed the proposed nationwide class action lawsuit *Buettner v. Hyundai Motor America, Inc. et al.*, No. 8:21-cv-01057-JLS-JDE (C.D. Cal.) on June 15, 2021;

WHEREAS, Plaintiff Short filed the proposed nationwide class action lawsuit *Short et al. v. Hyundai Motor Company, et al.*, No. 2:19-cv-00318-JLR (W.D. Wash.) on March 4, 2019; and following consolidation with a related action (*Snider et al. v. Hyundai Motor America, et al.*, No. 2:19-cv-00371/3:19-cv-05193-JLR (W.D. Wash.)), Plaintiffs Short, Twigger, the DiPardos, Ronfeldt, Alexander, Carduff, Frazier, Perry, Pressley, and Smith filed a consolidated amended complaint in *Short* on May 4, 2020;

WHEREAS, on September 8, 2021, the Court ordered the *Flaherty*, *Marbury*, *Thornhill*, and *Buettner* cases consolidated as *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.);

WHEREAS, the *Short* case was transferred to this District as Case No. 2:22-cv-03498 on May 23, 2022, to this Court on June 10, 2022, and consolidated with *In re: Hyundai and Kia Engine Litigation II* on August 25, 2022;

WHEREAS, these cases arise from Plaintiffs' allegations that certain Kia and Hyundai vehicles were manufactured, marketed, sold, and/or leased with an engine defect that can result in sudden engine seizure, engine failure and/or engine fire;

WHEREAS, HMA, HMC, KC and KA deny Plaintiffs' allegations, deny all liability and culpability, and maintain that they have meritorious defenses;

WHEREAS, following consolidation of the cases, counsel for the Parties met and conferred several times, including with an engineering representative from HMA, HMC, KC and KA present, regarding Plaintiffs' allegations, HMA's, HMC's, KC's and KA's defenses, and potential resolution of the litigation;

WHEREAS, as part of these discussions, and in the context of a potential classwide resolution, HMA, HMC, KC and KA informed Plaintiffs they had planned to conduct or had already initiated product improvement campaigns and/or recalls of these vehicles at issue, in accordance with procedures reviewed by the National Highway Traffic Safety Administration ("NHTSA");

WHEREAS, the Parties engaged in settlement discussions for more than a year and reached a settlement in principle to resolve the class allegations;

WHEREAS, the Parties continued to negotiate the final portions of this Settlement Agreement, including fees and administrative matters;

WHEREAS, Defendants and Plaintiffs in *In re: Hyundai and Kia Engine Litigation II* mediated on February 22, 2022, with the assistance of Hon. Edward A. Infante (Ret.) of JAMS, at which time the Parties reached agreement on incentive awards, but the Parties did not reach agreement on attorneys' fees and expenses;

WHEREAS, Class Counsel (defined below) have investigated the facts and law relating to Plaintiffs' claims and HMA's, HMC's, KC's and KA's defenses, and have concluded that a settlement with HMA, HMC, KC and KA according to the terms set forth below is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Class;

WHEREAS, despite their denial of any liability or culpability and their belief that they have meritorious defenses to the claims alleged, HMA, HMC, KC and KA nevertheless decided to enter into the Settlement described herein as a benefit to their customers and to avoid further litigation; and

WHEREAS, Plaintiffs have, and will continue to, take reasonable confirmatory discovery, including deposition(s) of Defendants' corporate designee(s), to the extent that additional information is reasonably required to support the terms of the Settlement Agreement. Any such discovery shall be subject to limitations negotiated by Class Counsel and HMA's, HMC's, KC's and KA's counsel.

NOW, THEREFORE, in consideration for the covenants, agreements, and releases set forth herein, and intending to be legally bound, it is agreed by and among the undersigned that this Action be settled, compromised, and judgment entered on the terms and conditions set forth below.

I. DEFINITIONS

Capitalized terms in this Settlement Agreement not defined in this section shall have the meanings ascribed to them elsewhere in this Agreement.

A. "Action"

"Action" refers to the consolidated litigation titled *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.) [hereinafter *Engine II*], inclusive of the underlying cases that were consolidated. *Engine II* is not settled in its entirety, and the claims of *Engine II*'s named plaintiffs and putative class members not explicitly named, identified, or encompassed in this Settlement Agreement are subject to ongoing litigation.

B. "Claim"

A "Claim" is a request for reimbursement, compensation, or other relief made by Claim Form under this Settlement.

C. "Claimant"

"Claimant" is a Class member or other person or entity eligible to make a Claim pursuant to this Settlement Agreement (*e.g.*, a subsequent purchaser of a Class Vehicle under the terms of the 15-Year/150,000-Mile Extended Warranty, described in section II).

D. "Claim Form"

"Claim Form" refers to a form used to make a Claim under this Settlement, substantially in the form attached hereto as Exhibits C and D.

E. "Settlement Class" or "Class"

"Settlement Class" or "Class" refers to:

All owners and lessees of a Class Vehicle who purchased or leased a Class Vehicle in the United States, including those that were purchased while the owner was abroad on active U.S. military duty, but excluding those purchased in U.S. territories and/or abroad.

Excluded from the claims of the Class (and not released by this Settlement) are all claims for death, personal injury, property damage (other than damage to a Class Vehicle that is the subject of a Qualifying Repair), and subrogation. Also excluded from the Class are (a) HMA, HMC, KC and KA; (b) any affiliate, parent, or subsidiary of HMA, HMC, KC or KA; (c) any entity in which HMA, HMC, KC or KA has a controlling interest; (d) any officer, director, or employee of HMA, HMC, KC or KA; (e) any successor or assign of HMA, HMC, KC or KA; (f) any judge to whom this Action is assigned, the judge's spouse or partner, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; (g) individuals and/or entities who validly and timely opt-out of the settlement; (h) consumers or businesses that have purchased Class Vehicles previously deemed a total loss, salvaged, branded, or obtained from a junkyard (subject to verification through Carfax or other means); (i) vehicle owners or lessees who rent or previously rented the Class Vehicle for use by third-party drivers, including leasing companies; (j) individuals and commercial entities engaged in the business of buying, selling, or dealing in motor vehicles, including new and used motor vehicle dealerships, franchisees, vehicle brokers, or automobile auction houses and individuals employed by or acting on behalf of such businesses; (k) banks, credit unions or other lienholders; and (l) current or former owners of a Class Vehicles who previously released their claims in an individual settlement with HMA, HMC, KC or KA with respect to the issues raised the Action.

F. "Class Counsel"

"Class Counsel" means Matthew D. Schelkopf of Sauder Schelkopf LLC, Steve W. Berman of Hagens Berman Sobol Shapiro LLP, and Gretchen Freeman Cappio of Keller Rohrback L.L.P., as per the Order of Judge Staton of September 8, 2021 in *Engine II* (Dkt. 55).

G. "Class Vehicles"

"Class Vehicles" refer to the below-listed "Hyundai Class Vehicles" and "Kia Class Vehicles" that were purchased or leased in the United States, excluding the territories, and including those that may have been purchased while the owner was abroad on active U.S. military duty. The "Hyundai Class Vehicles" are the following vehicle models that were

originally equipped with or replaced with the respective corresponding genuine engine type within Original Equipment Manufacturer ("OEM") specifications:

- 2011, 2012, 2013, 2014, and 2015 model year Hyundai Sonata Hybrid (HEV) vehicles with a Theta II 2.4-liter multi-port fuel injection ("MPI") engine;
- 2016, 2017, 2018, and 2019 model year Hyundai Sonata Hybrid/Plug-In Hybrid (HEV/PHEV) vehicles with a Nu 2.0-liter gasoline direct injection ("GDI") engine;
- 2010, 2011, and 2012 model year Hyundai Santa Fe vehicles with a Theta II 2.4-liter MPI engine;
- 2010, 2011, 2012, and 2013 model year Hyundai Tucson vehicles with a Theta II 2.4-liter MPI engine;
- 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021 model year Hyundai Tucson vehicles with a Nu 2.0-liter GDI engine;
- 2014 model year Hyundai Elantra Coupe vehicles with a Nu 2.0-liter GDI engine;
- 2014, 2015, and 2016 model year Hyundai Elantra vehicles with a Nu 2.0-liter GDI engine;
- 2014, 2015, 2016, 2017, 2018, 2019, and 2020 model year Hyundai Elantra GT vehicles with a Nu 2.0-liter GDI engine; and
- 2012, 2013, 2014, 2015, 2016, and 2017 model year Hyundai Veloster vehicles with a Gamma 1.6-liter GDI engine.

The "Kia Class Vehicles" are the following vehicle models that are originally equipped with or replaced with the respective corresponding genuine engine type within Original Equipment Manufacturer ("OEM") specifications:

- 2011, 2012, 2013, 2014, 2015, and 2016 model year Kia Optima Hybrid (HEV) vehicles with a Theta II 2.4-liter MPI engine;
- 2017, 2018, 2019, and 2020 model year Kia Optima Hybrid (HEV/PHEV) vehicles with a Nu 2.0-liter GDI engine;
- 2011, 2012, and 2013 model year Kia Sorento vehicles with a Theta II 2.4-liter MPI engine;
- 2011, 2012, and 2013 model year Kia Sportage vehicles with a Theta II 2.4-liter MPI engine;

- 2010, 2011, 2012, and 2013 model year Kia Forte vehicles with a Theta II 2.4-liter MPI engine;
- 2010, 2011, 2012, and 2013 model year Kia Forte Koup vehicles with a Theta II 2.4-liter MPI engine;
- 2014, 2015, 2016, 2017, and 2018 model year Kia Forte vehicles with a Nu 2.0-liter GDI engine;
- 2014, 2015, and 2016 model year Kia Forte Koup vehicles with a Nu 2.0-liter GDI engine;
- 2012, 2013, 2014, 2015, and 2016 model year Kia Soul vehicles with a Gamma 1.6-liter GDI engine; and
- 2014, 2015, 2016, 2017, 2018, and 2019 model year Kia Soul vehicles with a Nu 2.0-liter GDI engine.

H. "Court"

"Court" means the United States District Court for the Central District of California.

I. "Effective Date"

"Effective Date" means the first business day after (a) if there is at least one appeal, any appeals of the Court's entry of final approval ("Final Approval Order") and Judgment have expired or been exhausted in such a manner as to render the Final Approval Order and Judgment non-appealable, or (b) if there is no timely filed appeal or motion to extend the time for filing an appeal, the time for any appeals of the Final Approval Order and Judgment has expired.

J. "Exceptional Neglect"

"Exceptional Neglect" for Extended Warranty purposes means when (i) Defendants or their dealers suspect the engine evidences a lack of maintenance or care (*i.e.*, outside of factory maintenance and care specifications) based on an inspection of the physical condition of the engine that shows unacceptable lacquering, varnish, or sludge (unless such lack of maintenance was due to a Qualifying Failure or Qualifying Fire) and (ii) service records demonstrate unacceptable gaps in regular oil changes as further described below. Defendants will bear the diagnostic costs associated with establishing Exceptional Neglect.

"Exceptional Neglect" for non-Extended Warranty purposes and for Claims requiring a Qualifying Repair, Qualifying Failure, and/or Qualifying Fire means (i) an evaluation of available service records and/or submitted documentation suggests a lack of maintenance or care

(*i.e.*, outside of factory maintenance and care specifications), *e.g.*, a repair order or service records noting engine oil sludge, engine coolant in oil, oil that smells burnt, an old oil filter (noted to be on the engine for greater than 20,000 miles), very low levels of drained oil, or other similar indicia of neglect, and (ii) service records demonstrate unacceptable gaps in regular oil changes as described below.

In situations of suspected Exceptional Neglect, Defendants will verify oil change records from dealers and Carfax (or similar reputable third parties), but may also request maintenance records from the Claimant. No Claimant will be tasked with providing maintenance records from any previous owner, but Claimants are strongly encouraged to voluntarily provide them if available in case Hyundai or Kia identify oil change gaps preceding the Claimant's ownership.

For Extended Warranty purposes, Defendants' dealers will inspect the Class Vehicle, and if they suspect Exceptional Neglect based on this inspection, the dealers will communicate this to the Claimant, request the Claimant provide their maintenance records, and the dealer will document these communications internally and in accordance with Defendants' protocols. Claimants will have five business days to respond to a dealer's request for maintenance records to confirm that they are gathering records and need additional time, in which case Claimants will be permitted an additional five business days to produce records, or confirm they do not have records to provide.

For non-Extended Warranty purposes and for Claims requiring a Qualifying Repair, Qualifying Failure, and/or Qualifying Fire, Defendants or the Settlement Administrators will notify Claimant via mail, email, or both that Exceptional Neglect is suspected based on a review of Claimant's available service records and/or submitted documentation, and that they are requesting Claimant's maintenance records. Claimants will have fourteen business days, as evidenced by the postmark date or e-mail sent date, to produce maintenance records.

Unacceptable gaps in regular oil changes for the purpose of establishing "Exceptional Neglect" applies for Extended Warranty and non-Extended Warranty Claims if these records collectively reveal that since original delivery, the Class Vehicle:

- Has one oil change gap of greater than 10,500 miles;
- Has one oil change gap of greater than 14 months; or
- Was previously diagnosed with excessive oil consumption issues but the Class member or subsequent owner did not obtain a repair to address such issues within 30

days or 1,000 miles, whichever comes first, subsequent to any completed oil consumption testing and confirmed diagnosis.

However, "Exceptional Neglect" shall not bar non-Extended Warranty or Extended Warranty claims for otherwise eligible engine failures that occurred within a Class Vehicle's first 15,000 miles. Hyundai and Kia recommend that vehicles receive oil changes every 7,500 miles for the Class Vehicles and at least every 12 months, if driven under normal driving conditions, and severe usage conditions will require more frequent oil changes. For non-Extended Warranty claims, Defendants shall notify Class Counsel of any findings of Exceptional Neglect in the monthly reports outlined in section III.D. For both non-Extended Warranty and Extended Warranty claims, and upon request from Class Counsel, Defendants will provide documentation to Class Counsel forming the basis of Exceptional Neglect determinations, *e.g.*, photos of the engine, records reflecting when the Claimant was asked to provide maintenance records, and the vehicle history considered when determining oil maintenance gaps.

K. "Extended Warranty"

"Extended Warranty" or "15-Year/150,000-Mile Extended Warranty" refers to the extension of the existing Powertrain Limited Warranty to 15 years (from the date of original retail delivery or date of first use) or 150,000 miles, whichever comes first, to cover damage caused by a connecting rod bearing failure to the original or genuine replacement short block assembly, consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons, except in instances of Exceptional Neglect as described in section I.J and KSDS Installation Neglect as described in section I.Q. The Extended Warranty shall also apply to any damage caused to the original or genuine replacement long block assembly (excluding accessory engine components) that is a result of a connecting rod bearing failure, except in instances of Exceptional Neglect as described in section I.J and KSDS Installation Neglect as described in section I.Q. Subject to the other terms in this agreement (*e.g.*, exclusions to the Class such as vehicles previously branded or salvaged and commercial entities or their affiliates engaged in business of buying or selling used cars) and existing terms, limitations, and conditions of the Class Vehicles' original Powertrain Limited Warranty, the Extended Warranty once obtained shall otherwise endure for the 15-year or 150,000-mile period, whichever comes first, irrespective of any change in ownership of the Class Vehicle. The Extended Warranty shall not

apply or be available to commercial entities such as used car dealers, franchisees, or automobile auction houses, but will still be transferable to subsequent owners pursuant to section II.A.1.

L. "Fairness Hearing" and/or "Final Approval Hearing"

"Fairness Hearing" and/or "Final Approval Hearing" means the final hearing conducted by the Court on [DATE] to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiffs as the representatives of the Settlement Class; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on Class Counsel's application for a fee and expense award; (f) rule on Class Representatives' application for Class Representative service awards; and (g) consider whether to enter the Final Approval Order.

M. "Final Approval Date"

"Final Approval Date" means the date of the order issued by the Court granting final approval of this Settlement.

N. "Final Approval Order"

"Final Approval Order" means the order issued by the Court granting final approval of this Settlement.

O. "Insurance Paperwork"

"Insurance Paperwork" refers to documents issued by the Claimants' car insurance company reflecting that coverage was denied or a final insurance settlement that shows how much the insurance paid minus the deductible.

P. "Knock Sensor Detection Software"

"Knock Sensor Detection Software" or "KSDS" refers to the engine monitoring technology developed by Defendants that, with software innovations, leverages existing hardware on the subject Class Vehicles to continuously monitor engine performance for symptoms that may precede connecting rod bearing failure and engine failure that is being offered as a software update to Class members free of charge pursuant to the product improvement campaigns referenced herein. Hyundai and Kia currently obtain and monitor monthly owner change reports for Class Vehicles and notify these subsequent owners of the

KSDS availability and procedure where records show the Class Vehicle does not already have the KSDS installed. Hyundai and Kia will continue, for a period of not less than one year from the Final Approval Date, to obtain these reports and notify subsequent Class Vehicle owners about the KSDS as deemed necessary. Nothing in this section precludes Hyundai or Kia from continuing this KSDS notification process for longer than one year.

Q. "KSDS Installation Neglect"

For the purposes of determining eligibility for non-Extended Warranty benefits, *i.e.,* under sections II.D, II.E, II.F, II.G, II.H, and II.I, "KSDS Installation Neglect" means the failure of a Settlement Class member to have the KSDS installed within 150 days of the Notice Date. This term of KSDS Installation Neglect applies to a subsequent owner of a Class Vehicle even if the previous owner of the vehicle failed to timely obtain the KSDS unless the subsequent owner provides evidence (*e.g.*, a bill of sale) that the Class Vehicle was purchased by the subsequent owner at an authorized Hyundai or Kia dealership after the KSDS was available for the Class Vehicle. KSDS Installation Neglect shall not apply where Class members brought their Class Vehicles to an authorized dealership for servicing subsequent to the launch of the applicable campaign or recall described in section II.B, but (i) the dealership failed to install KSDS and (ii) contemporaneous documents (*e.g.*, repair orders or other communications) do not show that the Class member refused KSDS installation. KSDS Installation Neglect shall not bar Class members from obtaining benefits under this Settlement if the Qualifying Repair, Qualifying Failure, or Qualifying Fire for which they seek Settlement compensation occurred at some point before 150 days following the Notice Date and before installation of the KSDS.

For purposes of determining eligibility for benefits under the Extended Warranty under section II.A, KSDS Installation Neglect means the failure to obtain KSDS before experiencing an otherwise covered engine failure. This term of KSDS Installation Neglect shall not apply to Class members who own or lease Class Vehicles affected by the recalls described in section II.B (*i.e.*, NHTSA Recall Numbers 20V746, 21V727, 20V750, and 21V844). KSDS Installation Neglect will also not bar current and subsequent owners or lessees of Hyundai Class Vehicles and Kia Class Vehicles unaffected by these recalls from Extended Warranty benefits as long as they obtained the KSDS before experiencing an engine failure. Defendants reserve the right to waive the KSDS requirement in their discretion on a case-by-case basis.

R. "Long Form Notice"

"Long Form Notice" refers to the notice to be sent to the Class as detailed below, substantially in the same form as Exhibits A and B.

S. "Notice Date"

"Notice Date" refers to the date on which notice of the Settlement is disseminated. The Notice Date shall be the first business day after 120 days following the Court's entry of an order preliminarily approving this Settlement.

T. "Pamphlet"

"Pamphlet" refers to the separate, color-printed document, substantially in the same form as attached as Exhibits E and F, that will be provided to Class members in accordance with section IV.E. The Pamphlet shall be designed to be kept with the owner's manual for Class Vehicles.

U. "Parties"

"Parties" (or "Party" individually) means Plaintiffs and Defendants.

V. "Plaintiffs' Counsel"

"Plaintiffs' Counsel" (as distinct from "Class Counsel") means Matthew D. Schelkopf of Sauder Schelkopf LLC, Steve W. Berman of Hagens Berman Sobol Shapiro LLP, Gretchen Freeman Cappio of Keller Rohrback L.L.P., Adam Gonnelli of the Law Office of Adam R. Gonnelli, L.L.C., Bonner C. Walsh of Walsh PLLC, Benjamin L. Bailey of Bailey Glasser LLP, and W. Daniel Miles, III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.

W. "Preliminary Approval Order"

"Preliminary Approval Order" means the order issued by the Court granting preliminary approval of this Settlement.

X. "Proof of Ownership"

"Proof of Ownership" means a copy of any document(s) issued to a Claimant by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that the Claimant owns or leases a Class Vehicle, identified by Vehicle Identification Number ("VIN"). Examples of such documents include owner registration card, vehicle title, bank note identifying the vehicle, and insurance card. Defendants or their Settlement Administrators are not responsible for returning documents (*i.e.*, Claimants should not send in original registration cards or vehicle titles).

Y. "Proof of Payment"

"Proof of Payment" refers to the original or copy of any original document(s) generated at or around the time expenses were incurred showing that the Claimant paid for expense(s) incurred (*e.g.*, the cost of a Qualifying Repair, towing expenses, transportation expenses) for which they may be entitled to reimbursement under this Settlement. "Proof of Payment" must reflect the method of payment the Claimant used, cost of the expense, and the name of the entity charging the Claimant for the expense. "Proof of Payment" for an expense paid by credit card are final repair invoices or similar records that show a duty to pay for a related expense plus credit card receipts, or credit card statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final repair invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. For Qualifying Repairs performed at authorized Hyundai or Kia dealerships and paid in cash with a valid corresponding final repair order, an attestation under penalty of perjury by the Claimant that they do not have a cash payment receipt from the dealership showing their payment and as to the specific dollar amount they paid in cash to the dealership shall also suffice as "Proof of Payment." Defendants and their Settlement Administrators may ask Claimants for additional Proof of Payment if fraud is suspected but must contemporaneously notify Class Counsel of such request.

Z. "Proof of Qualifying Repair"

"Proof of Qualifying Repair" means the original or copy of any original document(s) generated at or around the time of a Qualifying Repair that identifies the vehicle by VIN, the vehicle symptoms experienced prior to the Qualifying Repair, the Qualifying Repair's nature, date performed, mileage at the time, and cost incurred by the Class member for the Qualifying Repair. "Proof of Qualifying Repair" may include, but is not limited to, any combination of final repair orders, invoices, photographs, Insurance Paperwork, and contemporaneous written communications between the Claimant and business performing the repair. Third-party repairs (repairs not done at Hyundai or Kia dealers) must be performed by a verified business entity with a business address, a working phone number, and online reviews (all subject to verification). "Proof of Qualifying Repair" does not include attestations from third-party repair shops where the original repair order, invoice, or other contemporaneous document lacks the required detail.

AA. "Proof of Qualifying Failure"

"Proof of Qualifying Failure" means the original or a copy of any original document(s) generated at or around the time of a Qualifying Failure that identifies the vehicle by VIN, date of the Qualifying Failure, mileage at the time, cause of the Qualifying Failure if identified, and other information that reflects that a Qualifying Failure occurred, such as a repair order, police report, Insurance Paperwork, and/or CarFax or other similar third-party report. Photographs of a Qualifying Failure are not by themselves Proof of Qualifying Failure.

BB. "Proof of Qualifying Fire"

"Proof of Qualifying Fire" means the original or a copy of any original document(s) generated at or around the time of a Qualifying Fire that identifies the vehicle by VIN, date of the Qualifying Fire, mileage at the time, cause of the Qualifying Fire if identified, and other information that reflects that a Qualifying Fire occurred, such as a fire report, police report, Insurance Paperwork, and/or CarFax or similar third-party report. Photographs of a vehicle fire are not by themselves Proof of Qualifying Fire.

CC. "Qualifying Failure"

"Qualifying Failure" refers to an engine seizure, engine stall, or other vehicle incident, as outlined in the definition of Qualifying Repair, short of an engine compartment fire, that would otherwise be addressed by a Qualifying Repair, except where it was plainly unrelated to the engine short block manufacturing issues (for example, a stall directly caused by a fuel pump, oxygen sensor, timing, or the electrical system), due to Exceptional Neglect (or KSDS Installation Neglect), or an investigation or inspection revealed an unrelated cause. An engine failure that would otherwise be a "Qualifying Failure" does not qualify where documentation shows the Class Vehicle was involved in a moderate to severe front-end collision (i) within three months prior to the otherwise Qualifying Failure, or (ii) more than three months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was improperly or never repaired, as validated by an inspection, diagnosis, or a CarFax report or similar third-party report. This exception will not apply if the front-end collision to the Class Vehicle was repaired at a Hyundai or Kia dealership.

DD. "Qualifying Fire"

"Qualifying Fire" refers to an engine compartment fire that would otherwise be addressed by a Qualifying Repair, and excepting where the fire was plainly unrelated to the engine short

block manufacturing issues (for example, a fire caused solely and independently by a collision, electrical, or fuel-related problems), due to Exceptional Neglect (or KSDS Installation Neglect), there are indications the fire was caused by negligence, a third-party car part installed on the vehicle was the cause of the fire, or an investigation or inspection revealed an unrelated cause. Loss that would otherwise be a "Qualifying Fire" does not qualify where documentation shows the Class Vehicle was involved in a moderate to severe front-end collision (i) within three months prior to the otherwise Qualifying Fire, or (ii) more than three months prior to the otherwise Qualifying Fire and there is evidence the vehicle component(s) essential for engine operation was improperly or never repaired, as validated by a CarFax report or similar third-party report. This exception will not apply if the front-end collision to the Class Vehicle was repaired at a Hyundai or Kia dealership.

EE. "Qualifying Repair"

"Qualifying Repair" refers to any completed repair, replacement, diagnosis, or inspection of the Class Vehicle engine performed to address the following documented symptoms: hole-in-block (*i.e.*, the connecting rod punctures a hole in the engine block), engine seizure (unrelated to pre-existing oil consumption issues), or engine fire (*see* "Qualifying Fire"), but excluding (i) Exceptional Neglect, (ii) KSDS Installation Neglect, (iii) where the repairs were plainly unrelated to the engine short block manufacturing issues (for example, a stall caused directly by a timing chain, fuel pump, oxygen sensor, turbocharger, or the electrical system), or (iv) an investigation or inspection revealed an unrelated cause (for example, oil consumption issues that are not the causal result of connecting rod bearing failure). For Claimants who obtained repair, replacement, diagnosis, or inspection of their Class Vehicles' engine at authorized Hyundai or Kia dealerships, "Qualifying Repair" will cover such work where it was performed to address symptoms associated with connecting rod bearing failure where the vehicles received a diagnosis of (1) abnormal bearing noise according to HMA's and KA's inspection protocols, (2) stall caused by seizure with a failed Bearing Clearance Test, or (3) P1326 warning light, subject to the limitations described in (i)–(iv) above. For purposes of administrating settlement benefits for Repair-Related Transportation and Towing Reimbursements, Inconvenience Due to Repair Delays, and Incidentals for Qualifying Failure or Qualifying Fire: any recall repair, replacement, diagnosis, or inspection by dealers made pursuant to NHTSA Recall Numbers 20V746, 21V727, 20V750, and 21V844 constitutes a "Qualifying Repair." Nothing in this definition shall require

Defendants to provide repairs or compensation for repairs caused by a collision involving a Class Vehicle, unless such collision is directly caused by a Qualifying Failure or Qualifying Fire.

FF. "Releasees"

"Releasee[s]" shall refer jointly and severally, individually and collectively to entities that marketed the Class Vehicles, entities that designed, developed, and/or disseminated advertisements for the Class Vehicles, HMA, HMC, KA, KC, Hyundai America Technical Center, Inc. (also doing business as Hyundai-Kia America Technical Center), Hyundai Motor Manufacturing Alabama, Kia Georgia, Inc., all affiliates of the Hyundai Motor Group, and each of their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, dealers, distributors, agents, principals, suppliers, vendors, issuers, licensees, and joint ventures, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, "affiliates" means entities controlling, controlled by, or under common control with a Releasee.

GG. "Releasors"

"Releasor[s]" shall refer jointly and severally, individually and collectively to the Class Representatives, the Class members, and their future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, "affiliates" means entities controlling, controlled by or under common control with a Releasor.

HH. "Settlement"

"Settlement" means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Settlement Agreement.

II. "Settlement Administrator" or "Claims Administrator"

"Settlement Administrator" or "Claims Administrator" means Defendants or their administrators selected to administer the Settlement and approved by the Court.

II. SETTLEMENT CONSIDERATION

In consideration for the Settlement, entry of judgment, and dismissal, and for the mutual release provided herein, HMA and KA agree to provide the following consideration to the Class:

A. 15-Year/150,000-Mile Extended Warranty Coverage For Engine Short Block

1. Effective beginning on the Notice Date, HMA and KA shall extend and sustain into full effect the 15-Year/150,000-Mile Extended Warranty for all eligible Class Vehicles, but excluding those cases involving Exceptional Neglect or KSDS Installation Neglect. Notwithstanding any provision(s) to the contrary in any express warranty provided by HMA or KA in conjunction with the sale or lease of Class Vehicles, the 15-Year/150,000-Mile Extended Warranty shall persist in its full duration once obtained regardless of any transfer in ownership or lease of a Class Vehicle.

2. For the 90-day period immediately following the Final Approval Date, all Class Vehicles that have not received an inspection under at least one of the campaigns or recalls referenced below will be eligible under the Extended Warranty to schedule a free inspection if they are still within the 15-year or 150,000-mile period, whichever comes first. The free inspection is limited to an assessment of whether the vehicle has symptoms of connecting rod bearing failure, and, if needed, a bearing clearance test. For any other conditions or symptoms, Claimants would bear the financial responsibility for any engine tear down or diagnosis at an authorized dealership. If any such teardown results in findings that the connecting rod bearings caused a Qualifying Failure, the diagnostic and tear down costs would then be covered by HMA (for Claimants who own(ed) or leas(ed) Hyundai Class Vehicles, *i.e.* "Hyundai Claimants") and KA (for Claimants who own(ed) or leas(ed) Kia Class Vehicles, *i.e.* "Kia Claimants"), together with the cost for repairs.

3. As needed on a vehicle-by-vehicle basis for 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever comes first, the Extended Warranty shall cover all costs associated with any Qualifying Repair, including, without limitation, the costs associated with replacement parts, labor, diagnoses, and mechanical or cosmetic damage to the Class Vehicle's original or genuine replacement engine, including damage to the original or genuine replacement engine long block, caused by the engine malfunction.

4. In conjunction with any Qualifying Repair provided under the Extended Warranty, authorized Hyundai or Kia dealerships shall provide a comparable class of loaner vehicle, as may be available at a dealer location, at no cost if requested. To the extent no loaner vehicle is reasonably available through HMA's or KA's authorized Hyundai or Kia dealerships at the time of the request, HMA and KA will provide reimbursement pursuant to section II.D.1 for rental car, ride-sharing, or other transportation expenses of up to $80 per day until the Qualifying Repair is completed and after the Claimant has submitted a claim for reimbursement. In situations where a Claimant has been awaiting an engine repair for at least three months, Defendants will use best efforts to prioritize these Claimants for a loaner vehicle from a dealership upon notification by Class Counsel. However, the failure to obtain KSDS within 150 days of the Notice Date as set forth under the definition of KSDS Installation Neglect will disqualify Claimants from seeking reimbursements for rental car, towing, ride-sharing, or other transportation expenses and other settlement benefits under sections II.D, II.E, and II.F even where the underlying repair itself is covered under the Extended Warranty.

5. No inspections or repairs under the Extended Warranty shall be denied for a Class Vehicle on the grounds that the Qualifying Repair was necessitated by the owner or lessor for failing to properly service or maintain the vehicle, except in instances of Exceptional Neglect. This Settlement shall not be construed as obligating HMA, KA, or their dealerships to repair engines or provide new engines under the 15-Year/150,000-Mile Extended Warranty, or provide any other compensation or reimbursement for vehicles previously branded or salvaged (subject to verification through CarFax or similar means) and junkyard vehicles not otherwise roadworthy unless such inoperability is directly caused by a Qualifying Failure or Qualifying Fire.

6. Claimants shall not be required to present the Long Form Notice, Pamphlet, Claim Form, or any other Settlement-related document in order to receive 15-Year/150,000-Mile Extended Warranty inspections or repairs at an authorized Hyundai or Kia dealership. Claimants are encouraged to retain all vehicle maintenance records after the Notice Date, and if HMA or KA believe there to be Exceptional Neglect, such Claimants may be required to provide records for vehicle maintenance to receive 15-Year/150,000-Mile Extended Warranty repairs (see section I.J).

7. All rights otherwise available to owners and lessees under preexisting HMA or KA warranties will continue to remain available to Claimants notwithstanding the

implementation of this Settlement. Nothing in this Settlement will be construed as diminishing or otherwise affecting any express or implied warranty, duty, or contractual obligation of HMA or KA in connection with Class Vehicles.

8. As set out in the Long Form Notice, any repairs performed pursuant to the 15-Year/150,000-Mile Extended Warranty before the Notice Date shall preclude Claimants who received such repairs from opting out of the Class. For sake of clarity, a Claimant who received a 15-Year/150,000-Mile Extended Warranty but did not receive any warranty repairs under a previous HMA or KA recall or campaign is not precluded from opting out of this Settlement.

9. HMA and KA may implement or continue to implement any additional customer satisfaction or goodwill policy, program, or procedure at their discretion, and may extend goodwill consideration to individual Class members on a case-by-case basis, without regard to their entitlement to relief under the Settlement. No such goodwill decision by HMA or KA, however, shall act to deprive a Class member or Claimant of the benefits available under the Settlement.

B. Recall and Product Improvements

1. HMA acknowledges that the consideration provided in conjunction with its voluntary safety recalls of certain 2011–2013 and 2016 model year Sonata Hybrid, 2012 model year Santa Fe, and 2015–2016 model year Veloster vehicles in or about December 2020 (NHTSA Recall Number 20V746) and certain 2017 model year Tucson and 2017 Sonata Hybrid vehicles in or about September 2021 (NHTSA Recall Number 21V727), represent part of the consideration to the Class in exchange for the settlement in this Action. HMA further acknowledges that, as required by existing law, it is conducting the voluntary recalls in accordance with NHTSA mandates.

2. KA acknowledges that the consideration provided in conjunction with its voluntary safety recalls of certain 2012–2013 model year Sorento, 2012–2015 model year Forte and Forte Koup, 2011–2013 model year Optima Hybrid, 2014–2015 model year Soul, and 2012 model year Sportage vehicles in or about December 2020 (NHTSA Recall Number 20V750) and certain 2017–2018 model year Optima Hybrid and Optima Plug-In Hybrid vehicles in or about November 2021 (NHTSA Recall Number 21V844) represent part of the consideration to the Class in exchange for the settlement in this Action. KA further acknowledges that, as required by existing law, it is conducting the voluntary recalls in accordance with NHTSA mandates.

3. HMA and KA acknowledge that they each have initiated product improvement campaigns in which knock sensor detection technology could be added through a free software update to the Class Vehicles.

4. HMA and KA acknowledge that Class Counsel sought relief for some of the Class Vehicles subject to this agreement before any NHTSA inquiry, recall, or campaign.

C. Repair Reimbursements

1. To the extent any Class member obtained a Qualifying Repair on or before the Notice Date and within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever came first, for a Class Vehicle, the Class member will be entitled to full reimbursement by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) of any and all such expenses incurred for the Qualifying Repair portions listed on a Proof of Qualifying Repair (*e.g.*, excluding non-engine repairs and services such as brake pads, tires, etc.) minus any reimbursement previously received, regardless of whether the Class member was an original owner, lessee or subsequent purchaser unless Exceptional Neglect applies, provided that:

a. A Claim is submitted no later than 90 days after the Final Approval Order;

b. The Claim contains a completed Claim Form;

c. The Claim contains Proof of Ownership;

d. The Claim contains Proof of Qualifying Repair reflecting a Qualifying Repair date on or before the Notice Date;

e. The Claim contains Proof of Payment for the Qualifying Repair;

f. If applicable, the Claim contains documentation, such as Insurance Paperwork, of any reimbursement previously received in connection with the Qualifying Repair; and

g. If applicable, documentation that the Class member sought in-warranty repairs from an authorized dealer but was denied.

2. Repair reimbursements shall be provided irrespective of whether Qualifying Repairs were performed at an authorized Hyundai or Kia dealership or elsewhere. However, the third-party repair shop must be a verified business entity with a business address, a working phone number, and online reviews (all subject to verification).

3. For Claims submitted for reimbursement for Qualifying Repairs performed at authorized Hyundai or Kia dealerships, Class members, to the best of their abilities, shall provide

the name of the dealerships that performed the Qualifying Repairs, dates for the repair work in question, and a description of the work performed. Class members are also encouraged to provide repair orders, their communications with the dealership, and any other documentation they deem related to the Qualifying Repairs when submitting a completed Claim Form to assist claims processing. HMA (for Hyundai Class Vehicles) and KA (for Kia Class Vehicles) shall take all reasonably available steps to acquire from dealerships that are still in operation the information reasonably necessary to approve the Claim—namely, the date, nature, and cost charged for the Qualifying Repair. HMA and KA acknowledge and represent that they should be able to acquire that information in many instances, except for Proof of Payment for the Qualifying Repair.

4. For Claims submitted for reimbursement for Qualifying Repairs performed at third-party repair shops not associated with Hyundai or Kia, HMA and KA are not responsible for acquiring information necessary to approve the Claim from the third-party repair shop.

5. Except in instances of Exceptional Neglect, reimbursements shall be provided to Class members even if warranty coverage was initially denied for the Qualifying Repair on the grounds that it was necessitated by a failure to properly service or maintain the vehicle. Class members who (i) presented a Class Vehicle to a Hyundai or Kia dealership, (ii) were denied an in-warranty repair prior to receiving notice of this Settlement, and (iii) obtained their Qualifying Repair elsewhere, are also entitled to claim an additional $150 goodwill payment unless Exceptional Neglect applies. A Class member must provide the name of the dealership that denied the in-warranty repair and the approximate date they presented the Class Vehicle for repair. Verbal denials that are not documented contemporaneously, *e.g.*, through a repair order or communications to HMA's or KA's Consumer Assistance, are insufficient for Class members to obtain the $150 goodwill payment.

6. Claimants previously reimbursed in full or in part for the expense incurred in connection with a Qualifying Repair (*e.g.*, through an HMA, KA, or dealership goodwill payment, insurance payout, or another section under this Settlement) shall not be entitled to a reimbursement under this Settlement for that portion of the same expense for which they have already been reimbursed. Instead, they will be entitled to only that amount to fully reimburse them for a Qualifying Repair, if any.

D. Repair-Related Transportation and Towing Reimbursements

1. Except in cases of Exceptional Neglect or KSDS Installation Neglect, to the extent any Claimant incurs transportation and towing expenses reasonably related to timely obtaining a Qualifying Repair—which if occurring after the Notice Date, the Qualifying Repair must be from a Hyundai or Kia authorized dealership—within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever comes first, for a Class Vehicle, the Claimant shall be entitled to, minus any reimbursement previously received, (i) full reimbursement of any towing expenses reasonably related to obtaining a Qualifying Repair, and (ii) if a loaner vehicle was not originally provided by HMA or KA, reimbursement of actual expenses, up to $80 per day, for rental car, ride-sharing, or other transportation expenses, provided that:

a. A Claim is submitted within 90 days after the later of the Final Approval Order for a Qualifying Repair on or before the Notice Date, or, for a Qualifying Repair after the Notice Date, within 90 days of either the date on which the expenses were incurred or the date the expense were paid, whichever is later;

b. The Claim contains a completed Claim Form;

c. The Claim contains Proof of Ownership;

d. The Claim contains Proof of Qualifying Repair that reflects that the Class member sought a Qualifying Repair within 15 business days of the incurred rental car or towing expense;

e. The Claim contains Proof of Payment for the expenses claimed under this section; and

f. The Claim contains documentation, such as Insurance Paperwork, of any reimbursement previously received in connection with the claimed expenses.

2. Claimants must show that they obtained the towing services, rental car, ride-share, and other transportation services from a verified business entity with a business address, a working phone number, and online reviews (all subject to verification). Documentation that the Claimant was charged the towing expenses and transportation expenses claimed under this section must be generated by the entity providing the towing or transportation service at or

around the time that expense was incurred for a rental car, towing service, or other transportation-related expense in direct conjunction with obtaining a Qualifying Repair, and which identifies the nature of the expense, the date the cost was incurred, and the dollar amount. Examples of such documents are receipts and invoices.

3. Reimbursement for towing, rental car, ride-share, and other transportation services is limited to no more than 15 business days before delivery of the vehicle to the dealership or third party repair shop for the Qualifying Repair, and up to 3 business days after the Claimant was notified that their vehicle was ready to be picked up.

4. Claimants previously reimbursed in full or in part for transportation or towing expenses following an engine seizure, engine stall, engine noise, engine compartment fire, or illumination of the oil lamp diagnosed as requiring repair of the engine (*e.g.*, through an HMA, KA, or dealership goodwill payment, insurance payout, or another section under this Settlement) shall not be entitled to a reimbursement under this Settlement for that portion of the same expense for which they have already been reimbursed. In situations where a Claimant has been awaiting an engine repair for at least three months or longer, Defendants will use best efforts to prioritize these Claimants for a loaner vehicle from a dealership upon notification as per section II.A.4 and/or to work with Class Counsel to assist these Claimants in obtaining interim transportation reimbursement before their repairs can be completed.

E. Inconvenience Due to Repair Delays

1. Except in cases of Exceptional Neglect or KSDS Installation Neglect, to the extent any Claimant is or was inconvenienced by prolonged delays (exceeding 60 days) obtaining any Qualifying Repair within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever comes first, from an authorized Hyundai or Kia dealership, the Claimant shall be entitled to a goodwill payment based on the length of the delay provided that:

   a. For a Qualifying Repair occurring on or before the Notice Date, a Claim is submitted within 90 days after the Final Approval Order, or, for a Qualifying Repair occurring after the Notice Date, within 90 days of when the Qualifying Repair was completed;

   b. The Claim contains a completed Claim Form, including (i) a statement under oath by the Claimant attesting that he or she felt inconvenienced by

the delay and (ii) the number of days it took for the Qualifying Repair to be completed;

c. The Claim contains Proof of Ownership; and

d. The Claim contains sufficient information for HMA or KA to obtain information from the repairing dealership or Proof of Qualifying Repair that reflects the total number of days it took for the Qualifying Repair to be completed.

2. Claimants, to the best of their abilities, shall provide the name of the dealerships that performed the Qualifying Repairs and relevant dates. Claimants are also encouraged to provide repair orders, their communications with the dealership, and any other documentation they deem related to the Qualifying Repairs when submitting a completed Claim Form to assist claims processing. HMA (for Hyundai Class Vehicles) and KA (for Kia Class Vehicles) shall take all reasonably available steps to acquire from dealerships that are still in operation the information reasonably necessary to approve the Claim—namely, the date, nature, and cost charged for the Qualifying Repair. HMA and KA acknowledge and represent that they should be able to acquire that information in many instances, except for proof that cost for the Qualifying Repair was paid by the Claimant.

3. The goodwill payment will be calculated based on the total cumulative time the Claimant was waiting for the Qualifying Repair to be completed beginning from the date the vehicle was delivered to the repairing dealer as reflected on the repair order for the Class Vehicle or other documentation from the repairing dealer at a Hyundai (for Hyundai Class Vehicles) or Kia (for Kia Class Vehicles) authorized dealership until completion of the work reflected on the repair order as follows.

4. For Qualifying Repairs that are completed in 61–180 days, the Claimant shall receive $75. For Qualifying Repairs that are completed in 181 days or more, the Claimant shall receive $100 for Qualifying Repairs completed in 181–210 days and $100 for each additional 30-period of delay (*i.e.*, $100 total for delays of 181–210 days, $200 total for delays of 211–240 days, $300 total for delays of 241–270 days, and so forth).

5. A Class member may elect to receive his or her compensation in the form of a dealer service card valued at 150% of the amount that would otherwise be paid under this provision as a cash debit card. The dealer service debit card may only be used at an authorized

Hyundai dealer (for Hyundai Class Vehicles) or an authorized Kia dealer (for Kia Class Vehicles) in payment towards any merchandise, parts, or service. If the Class member elects to exercise this option, they must indicate this election on the claim form at the time they submit their claim.

6. Claimants who have already received a goodwill payment by HMA, KA, or any authorized Hyundai or Kia dealerships for any delay due to a Qualifying Repair will only be eligible for the calculated amount of this inconvenience payment less any amounts previously paid.

F. Incidentals for Qualifying Failure or Qualifying Fire

1. Except in cases of Exceptional Neglect or KSDS Installation Neglect, to the extent any Claimant incurs certain expenses reasonably related to experiencing a Qualifying Failure or Qualifying Fire within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever comes first, the Claimant shall be entitled to, minus any amount previously received, (i) full reimbursement of any towing expenses reasonably related to a Qualifying Repair, including towing the vehicle home, to a repair facility, or to an insurance yard, and (ii) if the Qualifying Failure or Qualifying Fire occurred within 150 miles of the Claimant's nearest residence at the time, reimbursement of actual costs up to $125 for transportation expenses incurred on the day of the Qualifying Failure or Qualifying Fire, or, if the Qualifying Failure or Qualifying Fire occurred more than 150 miles away from the Claimant's nearest residence at the time, reimbursement of actual costs for transportation, lodging, and reasonable meal expenses incurred as a result of the Qualifying Failure or Qualifying Fire for a maximum of three days of up to $300 for the first day, up to $200 for the second day, and up to $100 for the third day provided that:

a. For a Qualifying Failure or Qualifying Fire occurring on or before the Notice Date, a Claim must be submitted within 90 days after the Final Approval Order, or, for a Qualifying Failure or Qualifying Fire occurring after the Notice Date, within 90 days of either the date on which the expenses were incurred or the date the expense were paid, whichever is later;

b. The Claim contains a completed Claim Form;

c. The Claim contains Proof of Ownership;

d. The Claim contains documentation showing the Claimant's nearest residence to the Qualifying Failure or Qualifying Fire;

e. The Claim contains documentation that the Claimant was charged the expenses claimed under this section;

f. The Claim contains Proof of Payment for the expenses claimed under this section;

g. The Claim contains documentation, such as Insurance Paperwork, of any reimbursement previously received in connection with the claimed expenses; and

h. The Claim contains Proof of Qualifying Failure or Proof of Qualifying Fire at the time they incurred the expenses.

2. Claimants must obtain the towing service, rental car, ride-share, other transportation services, lodging, and meals from a verified business entity with a business address, working phone number, and online reviews (all subject to verification). Documentation that the Claimant was charged such expenses claimed under this section must be generated by the entity providing the service, lodging, or meals at or around the time the expense was incurred in direct conjunction with experiencing a Qualifying Failure or Qualifying Fire, and which reflects the nature of the expense, the date the cost was incurred, and the dollar amount.

3. Documentation showing the Claimant's nearest residence to the Qualifying Failure or Qualifying Fire must be valid at the time or otherwise generated at or around the time of the Qualifying Failure or Qualifying Fire and include the street, apartment number (if applicable), city, state, and zip code. Examples of such documentation may include Proof of Ownership, driver's insurance card, and lease agreements, or any combination thereof.

4. If a Claimant obtained a Qualifying Repair after experiencing a Qualifying Failure or Qualifying Fire and is entitled to receive reimbursement for transportation or towing expenses under section II.D, the Claimant shall not be entitled to receive reimbursement for that portion of the same expenses under this section (*e.g.*, if a Claimant spent $125 on a rental car on the day they experienced a Qualifying Failure and then obtained a Qualifying Repair, they may be entitled to repair-related reimbursements under section II.D as well, but under no circumstances would receive more than $125 for transportation costs incurred on the day they experienced the Qualifying Failure). Claimants previously reimbursed in full or in part for

incidentals following the Qualifying Failure or Qualifying Fire (*e.g.,* through an HMA, KA, or dealership goodwill payment, roadside assistance programs, or insurance payout) shall not be entitled to a reimbursement under this Settlement for that portion of the expense for which they have already been reimbursed.

5. In no circumstances shall Claimants be entitled to receive compensation under this section or any other section apart from the expenses described. For example, Claimants are not entitled to lost wages allegedly incurred due to an inability to get to or from a place of employment, compensation for emotional distress, or other forms of consequential damages, such as having to buy or lease another vehicle to drive for a ride-share job.

G. Loss of Value for Certain Sold or Traded-In Vehicles

1. Except in cases of Exceptional Neglect, Class members who (i) experienced a Qualifying Failure or Qualifying Fire within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever came first, before the Notice Date, and (ii) sold or traded-in the Class Vehicle before the Notice Date without first procuring the recommended repair will be entitled to $150 and reimbursement by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) of the baseline Black Book value (*i.e.*, wholesale used vehicle value) of the sold or traded-in Class Vehicle at the time of loss minus actual amount received in an arm's-length negotiation from the sale or trade-in provided that:

a. A Claim is submitted no later than 90 days after the Final Approval Order;

b. The Claim contains a completed Claim Form;

c. The Claim contains Proof of Ownership;

d. The Claim contains a Proof Qualifying Failure or Proof of Qualifying Fire that reflects a Qualifying Failure or Qualifying Fire that occurred before the Notice Date;

e. The Claim contains a proof of sale or trade-in and value received for sale or trade-in that occurred before the Notice Date; and

f. The Claim contains documentation, such as Insurance Paperwork, of any reimbursement previously received in connection with the Qualifying Failure or Qualifying Fire.

2. If the actual amount received from the sale or trade-in is nominal, *e.g.*, in a straw sale, or the Class member donated their Class Vehicle, reimbursement will be calculated using an

actual amount received value of $500. If the actual amount received from the sale or trade-in exceeds the baseline Black Book value, the Class member is not entitled to any compensation or goodwill payment under this section. Class members previously reimbursed in full or in part in connection with a sale or trade-in following a Qualifying Failure or Qualifying Fire (*e.g.*, through an HMA, KA, or dealership goodwill payment, insurance payout, or another section under this Settlement) shall not be entitled to a reimbursement under this Settlement for that portion of the same expense for which they have already been reimbursed. If Class members are claiming actual damages due to a repossession, such claims should be addressed through the process discussed under section III.C.

H. Loss of Vehicle By Qualifying Fire

1. Except in cases of Exceptional Neglect or KSDS Installation Neglect, to the extent any Claimant suffers a loss of vehicle by a Qualifying Fire within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever comes first, the Claimant will be entitled to payment by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) of the maximum Black Book value (*i.e.*, private party/very good) of the Class Vehicle at the time of loss minus value received (*e.g.*, from insurance paid to the Claimant's lienholder), if any, plus an additional $150 goodwill payment provided that:

a. A Claim is submitted no later than 90 days after the Final Approval Order for a loss on or before the Notice Date, or, for a loss incurred after the Notice Date, no later than 90 days after the Qualifying Fire occurred;

b. The Claim contains a completed Claim Form;

c. The Claim contains Proof of Ownership;

d. The Claimant submits Proof of Qualifying Fire; and

e. The Claim contains documentation, such as Insurance Paperwork, of any reimbursement or value previously received in connection with the Qualifying Fire.

2. If the actual amount received from the insurance, sale, trade-in or other compensation exceeds the maximum Black Book value, the Claimant is not entitled to the $150 goodwill payment or reimbursement by HMA or KA. For purposes of calculating value received from a sale or trade-in in which the Claimant received only nominal payment, *e.g.*, in a straw

sale, or the Claimant donated their Class Vehicle, reimbursement will be calculated using an actual amount received value of $500.

3. Any reimbursement for loss of vehicle by Qualifying Fire under this section shall not be construed as a waiver or release of claims for death, personal injury, or any property (other than the Class Vehicle) damage related to the fire.

4. Nothing in this section shall require HMA or KA to provide for the loss of a Class Vehicle due to an engine fire caused by a collision or a source other than the engine.

I. Qualifying Failure or Qualifying Fire Rebate

1. Except in cases of Exceptional Neglect or KSDS Installation Neglect, to the extent any Claimant after the Notice Date (i) loses faith in their Class Vehicle as a result of this Settlement, (ii) experienced a Qualifying Failure or Qualifying Fire within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever comes first, (iii) sells the Class Vehicle in an arm's-length transaction, and (iv) purchases a replacement Hyundai vehicle (for Hyundai Claimants) from authorized Hyundai dealerships or a replacement Kia vehicle (for Kia Claimants) from authorized Kia dealerships, the Claimant may present a claim for a rebate provided that:

a. A Claim is submitted within 90 days of the Final Approval Order if the Qualifying Failure or Qualifying Fire occurred on or before the Notice Date, or, if the Qualifying Failure or Qualifying Fire occurred after the Notice Date, within 90 days of the Qualifying Failure or Qualifying Fire;

b. The Claim contains a completed Claim Form;

c. The Claim contains Proof of Ownership;

d. The Claim contains a statement under oath that the Claimant lost faith in the Class Vehicle as a result of notification of this Settlement;

e. The Claim contains Proof of Qualifying Failure or Proof of Qualifying Fire;

f. The Claim contains a proof of sale or trade-in and value received for sale or trade-in; and

g. The Claim contains proof of purchase of a replacement Hyundai or Kia vehicle from an authorized Hyundai or Kia dealership that was obtained after the Notice Date.

2. The amount of the rebate shall be calculated as the difference between the value the Claimant received at trade-in or sale to the maximum Black Book value (*i.e.*, private party/very good) of the Class Vehicle at the time of the relevant Knock Sensor Detection System campaign launch for their Class Vehicle, irrespective of any underlying vehicle loans, up to the following amounts:

a. For model year 2010, 2011, and 2012 Class Vehicles: $2,500

b. For model year 2013 and 2014 Class Vehicles: $2,000

c. For model year 2015 and 2016 Class Vehicles: $1,500

d. For model year 2017, 2018, 2019, 2020, and 2021 model year Class Vehicles: $1,000

For example, a Claimant who sold his 2010 model year Class Vehicle, with a maximum Black Book value of $5,000, for $4,000 would receive a rebate of $1,000, and a Claimant who sold his 2010 model year Class Vehicle, with a maximum Black Book value of $5,000, for $2,000 would receive a rebate of $2,500. Claimants who received a sale amount meeting or exceeding the maximum Black Book value (*i.e.*, private party/very good) for their sold or traded-in car shall not receive a rebate under this section.

3. For purposes of calculating value received from a sale or trade-in in which the Claimant received only nominal payment, *e.g.*, in a straw sale, or the Claimant donated their Class Vehicle, reimbursement will be calculated using an actual amount received value of $500.

J. Costs of Administration and Notice

HMA and KA shall be responsible for all costs of Class notice and settlement administration. In no event shall Plaintiffs' Counsel or the Class be responsible for any costs associated with Class notice or settlement administration. Class Counsel retains the right to audit and review the administration of Claims.

III. CLAIMS ADMINISTRATION

A. Claims Submissions

1. HMA and KA have the option of self-administrating or electing a third-party administrator ("Settlement Administrator") to process submitted claims. HMA shall end claims administration no earlier than December 31, 2036, and KA shall end claims administration no earlier than December 31, 2035.

2. Claims submitted pursuant to this Settlement may be submitted, at the election of the Claimant, by U.S. mail, email, or through the dedicated settlement website discussed below. The mailing address and email address to which Claimants may submit Claims, as well as Claimants' right to submit their Claims through the settlement website, shall be posted prominently in each of the following locations: the Long Form Notice, the Pamphlet (once prepared and as made available before the Effective Date on the settlement website), the Claim Form, and the dedicated settlement website. The www.hyundaiusa.com/myhyundai website shall provide a link to the dedicated settlement website for Hyundai Class Vehicles accessible from its homepage. The www.owners.kia.com website shall provide a link to the dedicated settlement website for Kia Class Vehicles accessible from its homepage.

3. The Claim Form shall provide an option for Claimants to indicate a preference for communication via regular U.S. mail instead of email. If HMA or KA has an email address for a Claimant and the Claimant did not indicate on the claim form that they prefer to communicate via regular U.S. mail, HMA and KA shall respond by email. In instances in which U.S. mail is used, HMA and KA shall respond using the address provided on the corresponding Claim Form.

B. Claims Processing

1. Upon receipt of a Claim, Defendants or their Settlement Administrators shall review the Claim to determine whether the Claim meets all qualifications for payment set forth in this Settlement Agreement and, if so, the amount of the reimbursement owed.

2. Within 60 days of receiving the Claim and subject to reasonable extensions depending on claims volume, Defendants or their Settlement Administrators shall provide written notice of their initial determination to the Claimant who submitted it, notifying the Claimant of:

a. Any deficiency in required documentation and reasonably specify what documents are still needed for claims determination, if any;

b. The amount, if any, that HMA or KA proposes to reimburse the Claimant under this Settlement;

c. The basis for HMA's or KA's decision to either deny or pay less than a full reimbursement (if applicable); and

d. The Claimant's right to attempt to cure any deficiency that led to HMA's or KA's proposal to award less than full reimbursement.

3. In response to receiving the written notice under section III.B.2, Claimants may:

a. Attempt to cure the deficiency stated as justification for not awarding a full reimbursement, by submitting the information and/or documentation identified by HMA or KA as lacking in the Claim, within 45 days of receipt of the written notice. Defendants or their Settlement Administrators shall have 45 days from the date of the cure attempt to provide written notice to the Claimant stating its final determination as to the total reimbursement, if any, to be paid to the Claimant and the reasons for the reimbursement amount if less than requested; or

b. Accept the initial determination by HMA or KA, which acceptance will be presumed if no cure attempt is received by Defendants or their Settlement Administrators within 45 days of the date of the initial determination, at which point Defendants or their Settlement Administrators will provide Claimants with their final determination as to the total reimbursement, if any, to be paid to the Claimant. Claimants who accept an initial determination, *i.e.*, by communicating acceptance of the full amount offered or without making a cure attempt, shall not be eligible to appeal the final determination or entitled to BBB arbitration.

4. For Claims that require Defendants or their Settlement Administrators to obtain information from an authorized dealership, HMA or KA may extend the deadlines described in this section to provide the initial determination or final determination to a Claimant by 30 days upon each written notification provided to the Claimant that Defendants or their Settlement Administrators are still awaiting information from an authorized dealership until the dealership responds with the requested information or states that it has none. Such notification to the Claimant shall describe what information they are awaiting from the dealership in the event that the Claimant can more quickly provide it instead.

C. Appealing Final Determinations and Warranty Denials

1. The Settlement Administrators must issue a final determination communication to the Claimant within six months of receipt of the Claim. Defendants or their Settlement Administrators will provide the addresses for mailing appeals in the Long Form Notice, on the dedicated settlement websites, and in the final determination communications to Claimants if

they made a cure attempt after initial determination. When issuing a final determination communication to a Claimant whose Claim is denied in part or in full and the Claimant made a cure attempt after initial determination, Defendants or their Settlement Administrators shall concurrently inform the Claimant of (1) the right to appeal the decision via arbitration; (2) that the appeal must be made in writing, detailing which denied claims they are disputing and what amount they are seeking, and mailed to the respective Defendant (HMA or KA) along with all supporting documents; (3) the mailing address for submitting the appeal; and (4) that the appeal must be postmarked no later than 30 days from the postmark date on the final determination communication.

2. Within 30 days of receipt of HMA's or KA's final determination of a Claim (including determinations of Exceptional Neglect, KSDS Installation Neglect, and whether a repair is a Qualifying Repair) or denial of repairs under the Extended Warranty after the Notice Date, any Claimant dissatisfied with HMA's or KA's final determination or denial of Extended Warranty coverage must notify HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) in writing and by mail that the Claimant requests arbitration through an alternative dispute resolution process administered by the Better Business Bureau ("BBB"). Claimants should retain records of their timely mailing of their written appeal and may be requested to provide such records in the event Defendants or their Settlement Administrators do not actually receive the written appeal at the mailing address provided.

3. Coverage under the Extended Warranty that was denied before the Notice Date is not appealable to the BBB under this settlement. Denials based on exclusions from the Class, *e.g.*, salvaged or branded vehicles, claims for a non-Class Vehicle, etc. are not appealable to the BBB. Any final determination approving a claim in full pursuant to the terms set forth in Settlement is not appealable or subject to BBB arbitration, *e.g.*, a Claimant cannot appeal if they were approved for rental car reimbursements up to the maximum of $80/day because they believe they should have gotten $100/day.

4. After receipt of the Claimant's written notice, HMA and KA shall be permitted a 30-day good faith period in which to confer with the Claimant in an attempt to resolve the dispute. If HMA or KA notifies the Claimant it declines to engage in this conferral or the claim cannot be resolved during this period, Claimant shall be permitted to initiate arbitration proceedings through a BBB-administered alternative dispute resolution process within 30 days of

HMA's or KA's declination to engage in conferral or HMA or KA notifying the Claimant that it stands by its final determination during the good faith period, whichever comes first.

5. Except with the modification described below in section III.C.6, the arbitration shall take place by written submission with a telephonic hearing to occur if the arbitrator determines it is needed. The arbitrator shall have the ability to make the final determination regarding the amount to be paid to any Claimant who elects this process. The arbitrator, however, will be limited to deciding disputes over the actual Claims submitted by the Claimant that were denied, *i.e.*, the arbitrator may not determine the Claimant may qualify for a Settlement benefit they did not previously apply for. With the exception of the photographs described in section III.C.7, the arbitrator may not consider supporting documents from the Claimant that were both (1) not submitted previously to Defendants prior to initiating arbitration proceedings and (2) are suspected of being fraudulent.

6. For Claims that receive a denial on final determination after sixty days following the Final Approval Date based on KSDS Installation Neglect, under no circumstances shall purported lack of notice excuse KSDS Installation Neglect and such final determinations are not eligible for appeal or entitled to BBB arbitration. For Claims that receive a denial on final determination within sixty days following the Final Approval Date, however, where a Claimant is disputing a determination of KSDS Installation Neglect and was the owner of the Class Vehicle at the time of the Notice Date, the BBB will first ask the Claimant for copies of the relevant registration cards and a list of his, her, or their residential addresses and email addresses since 2020, which Claimants must supply within fourteen days. If HMA or KA is able to attest that (i) notice of the applicable product improvement campaign or recall, Settlement Notice, or Pamphlet was sent to at least one of Claimant's residential addresses or email addresses, (ii) KSDS was not installed within the timeframe described in section I.Q, and (iii) the Class Vehicle was not at a dealership since the applicable campaign or recall launched such that it should have received the KSDS update for the relevant timeframe, then arbitration shall resolve in HMA's or KA's favor without the usual written submission process. For Claims that receive a denial on final determination within sixty days following the Final Approval Date, where a Claimant is disputing a determination of KSDS Installation Neglect and claims his ownership of the vehicle started after the Notice Date, arbitration will resolve in HMA's or KA's favor if HMA or KA is able to attest that (i) KSDS was not installed within the timeframe described in section I.Q, and

(ii) the Class Vehicle was not at a dealership since the applicable campaign or recall launched such that it should have received the KSDS update for the relevant timeframe. For Extended Warranty coverage denials based on KSDS Installation Neglect, arbitration shall resolve in HMA's or KA's favor without the usual written submission process where HMA or KA is able to attest that (i) notice of the KSDS update was sent to the Claimant, the Pamphlet was in the vehicle at the time Extended Warranty coverage was requested, or, for Claimants who are subsequent owners and lessees of Kia Class vehicles, notice of the KSDS update was sent to the vehicle's previous owner, (ii) KSDS was not installed within the timeframe described in section I.Q, and (iii) the Class Vehicle was not at a dealership since the applicable campaign or recall launched such that it should have received the KSDS update for the relevant timeframe. In each of these circumstances described in this provision, if HMA or KA is not able to attest to the required information, the usual written submission process, with a telephone hearing to occur if the arbitrator determines it is needed, resumes.

7. For Extended Warranty claims that received a denial based upon a determination of Exceptional Neglect, Claimants may contest this determination by getting their Class Vehicle inspected by a third party at their own cost and submitting photographs, with contemporaneous writing in each photograph showing the date and Claimant's name, of the following: (1) VIN plate; (2) the camshafts and rocker arms taken from the top of the engine after removal of the valve cover; (3) the crankshaft and connecting rods from the underside of the vehicle after removal of the engine oil pan; and (4) the inside of the engine oil pan. If all of these areas of the engine have no oil sludge accumulation, then the gaps in oil changes will not be dispositive.

8. The expense for each arbitration by the BBB shall be borne by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) unless the arbitrator finds that the Claimant's claims were brought in bad faith. Bad faith includes, but is not limited to, situations where (i) the Class Vehicle experienced an engine fire or engine failure outside of the 15-year/150,000-mile period, (ii) the Claimant seeks reimbursement for repairs and repair-related expenses that took place outside of the 15-year/150,000-mile period, (iii) the Claimant previously released claims in a prior settlement agreement with HMA or KA, (iv) the Claimant seeks compensation for amounts that were already paid for by insurance, or (v) document(s) submitted to the arbitrator are determined to be fraudulent. HMA and KA will not bear the costs of Claimant's attorneys' fees by Class Counsel or other counsel, if any, selected by the Claimant.

D. Claims Reporting to Class Counsel

1. On a monthly basis beginning 30 days after the Notice Date, HMA and KA shall provide Class Counsel with a report regarding Claims received, each Claim's status, and any final determinations made, including if the Claim was denied for Exceptional Neglect. Upon request, HMA and KA shall provide Class Counsel with a copy of any final determination notice sent by HMA and KA, along with the Claim Form and all other documentation associated with the Claim. HMA (for Hyundai Claimants) and KA (for Kia Claimants) will also furnish upon request a report of Exceptional Neglect or KSDS Installation Neglect cases, if any, to Class Counsel.

2. On a monthly basis beginning 120 days after the Notice Date, HMA and KA shall provide monthly reports regarding all written requests for arbitration, Claims that have been escalated to the BBB, and their statuses. Upon request, HMA and KA shall provide copies of written requests for arbitration to Class Counsel and copies of any communications concerning such arbitration review. Class Counsel shall have the right to participate in the alternative dispute resolution process, including the right to participate in any written submission or telephonic hearing, but shall not be obligated to participate.

E. Payments To Class Members

1. For each Claim qualifying for a reimbursement payment under this Settlement Agreement, HMA (for Hyundai Class Vehicles) and KA (for Kia Class Vehicles) shall mail to the Claimant, at the address on the Claim Form, no later than 30 days after the Effective Date, a check or a reimbursement debit card, at the Class member's request.

2. For checks that are not cashed within 120 days after issuance, Defendants or their Settlement Administrators will reissue the check upon request. If the reissued check remains uncashed for 120 days as well, Claimants must request HMA or KA reissue the check again. HMA and KA will consider these second reissuance requests on a case-by-case basis depending on how much time has passed and if the request seems legitimate.

3. The debit cards provided under this Settlement shall be redeemable for at least one year, without any fees charged by HMA, KA, or the debit card issuer, at ATMs and merchants that accept Visa cards. The debit cards shall indicate their "use by" dates on their face. The value of any debit card shall remain the property of HMA or KA unless and until it is expended by the Claimant. HMA and KA will reissue any unused debit card at the request of the

Claimant if requested before the "use by" date of not less than one year from the issue date. Upon expiration of any debit card, any unexpended funds shall become the permanent property of HMA or KA. The intent of this section is for the funds to never become abandoned or subject to escheat. It is not the intent of this section to capture the Claimant funds at expiration.

4. The Parties acknowledge and agree that any and all provisions, rights, or benefits conferred by any law of any state or territory of the U.S., or any principle of common law, that provides for how residual amounts in a settlement fund should be distributed, including, but not limited to, California Code of Civil Procedure section 384(b), are not applicable to this Settlement Agreement. Although the Parties expressly agree that this Settlement is not governed by California Code of Civil Procedure section 384(b) or other similar laws and does not create a settlement fund nor any "unpaid residue," the Class Representatives on behalf of themselves and the Class members nonetheless expressly acknowledge and agree that, to the extent permitted by law, they are waiving any protections of California Code of Civil Procedure section 384(b) and of any comparable statutory or common law provision of any other jurisdiction.

5. The Parties acknowledge and agree that the forms of compensation set forth in section II do not constitute gift cards, gift certificates, or member rewards cards under any federal and/or state laws.

6. Nothing in this Settlement Agreement shall be read to prevent HMA or KA from electing, at its sole discretion and on a case-by-case basis, to implement or to continue to implement any customer satisfaction or goodwill policy, program, or procedure at its discretion, that provides consideration to Class members without regard to the Class members' entitlement to relief under the Settlement. No such election by HMA or KA, however, shall act to deprive a Class member or Claimant of any of the benefits available under the Settlement.

IV. NOTICE TO THE CLASS

A. CAFA Notice

In compliance with the attorney general notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, HMA and KA shall provide notice of this Settlement to the Attorney General of the United States, and the attorneys general of each state or territory in which a Class member resides. HMA and KA shall file a certificate of service on the docket to confirm that CAFA notice has been issued.

B. Notice Deadline

No later than the Notice Date, HMA and KA shall cause notice to the Class to be disseminated by U.S. mail, email, and the dedicated settlement website (with a link to the dedicated settlement website from www.hyundaiusa.com/myhyundai (for Hyundai Class Vehicles) or www.owners.kia.com (for Kia Class Vehicles)). The form and substance of all notices provided by HMA and KA to Class members shall be subject to prior input and approval from Class Counsel. The domain names of the dedicated settlement websites shall also be subject to prior input and approval from Class Counsel.

C. Individual Class Notice Methods

1. Following the Court granting preliminary approval of this Settlement, Defendants or their Settlement Administrators shall provide the Long Form Notice by direct U.S. mail, to all reasonably identifiable Class members. For purposes of identifying the requisite names and addresses, Defendants or their Settlement Administrators agree to provide, to the extent they have not already done so, all names and addresses of Class Vehicle owners, along with Class Vehicle VINs, to R.L. Polk & Company, or a similar third-party entity, who shall be authorized to use that information to obtain the names and most current addresses of Class Vehicle owners through state agencies. Because some states require a prior court order before vehicle owner and lessee information can be released, such information may not be available until after the Preliminary Approval Order is entered. Prior to mailing individual notice, Defendants or their Settlement Administrators shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Class Vehicle owners. For each individual notice that is returned as undeliverable, Defendants or their Settlement Administrators shall use its best efforts to conduct an advanced address search using HMA's and KA's customer database information regarding the Class Vehicle owner to obtain a deliverable address.

2. Additionally, Defendants or their Settlement Administrators shall provide by email, to all Class members for which HMA and KA maintain email addresses, a hyperlink to the dedicated settlement website discussed below and electronic versions of the Long Form Notice and Claim Form following the Court granting preliminary approval of this Settlement.

3. Defendants or their Settlement Administrators shall each maintain a dedicated settlement website—the content and domain name of such are subject to prior Class Counsel

approval—which will contain: (i) instructions on how to obtain reimbursements; (ii) a mechanism by which Claimants can submit Claims electronically; (iii) instructions on how to contact Defendants or their Settlement Administrators for assistance with their Claims; (iv) the Long Form Notice; (v) the Pamphlet; (vi) the Claim Form; (vii) this Settlement Agreement; (viii) any orders issued in this Action approving or disapproving of the proposed Settlement; and (ix) any other information the Parties determine is relevant to the Settlement. Defendants or their Settlement Administrators shall make the same information available to Class members through www.hyundaiusa.com/myhyundai and www.owners.kia.com via links to the dedicated settlement websites (apart from the mechanism for submitting Claims). The dedicated settlement websites shall also offer the ability for visitors to enter their VINs without completing a Claim Form to determine if their vehicles are indeed Class Vehicles.

4. Defendants or their Settlement Administrators shall be prepared, through Defendants' customer service departments, to respond to questions regarding the status of submitted Claims, how to submit a Claim, and other aspects of this Settlement. As may be appropriate from time to time, Defendants and Class Counsel may consult with one another concerning proposed responses and other information to be provided to Class Members. Defendants or their Settlement Administrators shall maintain a dedicated toll-free telephone number for Class members to call. The telephone numbers shall be listed on the Long Form Notice, Pamphlet, Claim Form, and the dedicated settlement websites.

5. Nothing herein shall restrict Class Counsel's communications with, or efforts to inform, Class Members of the Settlement or benefits available thereunder.

D. Notice Reporting to Class Counsel

For a period ending 90 days after the Notice Date, Defendants or their Settlement Administrators shall provide Class Counsel with reasonable periodic reports of the total number of notices sent to Class members by U.S. mail and email, along with the numbers of notices returned as undeliverable. The first report shall be provided to Class Counsel no more than 15 business days after notices have been sent to Class members. Defendants or their Settlement Administrators shall communicate with Class Counsel regarding delivery of notice and the number of Class members who have responded to the notice.

E. Pamphlet Dissemination

1. Within 120 days after the Final Approval Date, Defendants or their Settlement Administrators shall provide a copy of the company's version of the Pamphlet by direct U.S. mail to all reasonably identifiable Class members who are current owners or lessees of Class Vehicles (*i.e.*, HMA and KA need not send the Pamphlet to former owners or lessees) and identify the VIN, and if reasonably practical, the model, and model year of the Class Vehicle to which the Pamphlet applies. Defendants or their Settlement Administrators shall use the name and address information compiled through the steps described in section IV.C.1 and the claims process pursuant to the Settlement Agreement.

2. Also within 120 days after the Final Approval Date, Defendants or their Settlement Administrators shall each provide an electronic version of the Pamphlet by email to all Class members who are current owners or lessees of Class Vehicles (*i.e.*, HMA and KA need not send the Pamphlet to former owners or lessees) for which HMA and KA maintain email addresses.

3. Beginning no later than two weeks after the Final Approval Date, HMA and KA shall provide the Pamphlet—in both hard copy and electronic form—to each of its authorized dealerships, with instruction to disseminate (i) the Pamphlet to any person who presents a Class Vehicle for maintenance or service of any type and (ii) information regarding HMA's and KA's product improvement campaigns, including about the free KSDS update.

V. ATTORNEYS' FEES AND SERVICE PAYMENTS

1. Plaintiffs, through Class Counsel, will petition the Court for an attorneys' fee award, cost award, and for Class Representative service payments. This petition by Plaintiffs, through Class Counsel, is inclusive of an attorneys' fee and cost award sought on behalf of Plaintiffs' Counsel, including any attorneys currently or previously affiliated with those law firms.

2. Plaintiffs will seek an amount not to exceed $12,000,000 in attorneys' fees and actual litigation expenses. Defendants may oppose unless an agreement on fees is reached prior to moving for Final Approval.

3. Subject to entry of the Final Approval Order and Judgment pursuant to section VII.C, HMA and KA will not oppose, undermine, or solicit others to oppose or undermine Class Representative service payments in the amount of $5,000 to each Class Representative who is or

has been deposed in this Action, and $3,500 to each Class Representative who is not deposed in this Action.

4. HMA and KA agree to pay the attorneys' fees, costs, and service payments separate and apart from, and in addition to, the relief provided to the Class.

5. HMA and KA shall pay Class Counsel the fees, expenses, and service payments awarded by the Court within the later of 30 days following (i) the Effective Date or (ii) the first date after the Court enters an order awarding fees, expenses, and service payments, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order. Within 3 days following (i) the Effective Date or (ii) the first date after the Court enters an order awarding fees, expenses, and service payments, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order, Class Counsel shall provide HMA and KA, for each payee, a W-9 and wire instructions on their firm letterhead for the payment to Class Counsel of fees, expenses, and service payments awarded by the Court.

VI. MUTUAL RELEASE

1. Upon entry of a Court order granting final approval of the Settlement and entering judgment pursuant to section VII.C below, Releasors irrevocably release, waive, and discharge any and all past, present, and future liabilities, claims, causes of action, legal claims, damages, costs, attorneys' fees, losses, or demands that have been brought or could have been brought, whether known or unknown, existing or potential, or suspected or unsuspected relating to Class Vehicles against Releasees, whether or not specifically named herein, asserted or unasserted, under or pursuant to any statute, regulation, common law, or equitable principle, based on (i) the facts alleged in any complaint filed in the Action and all legal claims of whatever type or description arising out of, that may have arisen as a result of, or which could have been brought based on, any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters pleaded in complaints filed in the Action, and (ii) claims covered by and remedied under the 15-Year/150,000-Mile Extended Warranty and other benefits described in sections II.A through II.I (including the 15-Year/150,000-Mile Extended Warranty, Repair Reimbursements, Repair-Related Transportation and Towing Reimbursements, Inconvenience Due to Repair Delays, Incidentals for Qualifying Fire or Qualifying Failure, Loss of Value for Certain Sold or Traded-In Vehicles, Loss of

Vehicle By Qualifying Fire, and Qualifying Failure or Qualifying Fire Rebate), including those related to issues of oil consumption (that are the causal result of connecting rod bearing failure), oil maintenance (that are the causal result of connecting rod bearing failure), and vehicle fires originating in the engine compartment.

2. The Settlement Agreement and release do not release claims for (i) death, (ii) personal injury, (iii) damage to tangible property other than a Class Vehicle, or (iv) subrogation.

3. The release effected by this Settlement Agreement is intended to be a specific release and not a general release. If, despite, and contrary to the Parties' intention, a court construes the release as a general release under California law and determines that Section 1542 of the California Civil Code is applicable to the release, the Class Representatives, on behalf of themselves and all Class members, hereby expressly waive and relinquish to the fullest extent permitted by law, the rights provided by Section 1542 of the California Civil Code, which provides:

> *Certain Claims Not Affected By General Release: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

Each of the Class Representatives expressly acknowledges that the Class Representative has been advised by Class Counsel of the contents and effects of Section 1542, and with knowledge, each of the Class Representatives hereby expressly waives, on behalf of the Class Representative and all Class members, whatever benefits the Class Representatives and the Class members may have had pursuant to such section. Each of the Class Representatives hereby expressly waives, on behalf of the Class Representative and all Class members, the benefit of any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

4. Plaintiffs and the Class members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and Judgment, Releasors fully, finally, and forever settle and release any and all legal claims against Releasees. The Parties

acknowledge that this waiver and release were bargained for, and are material elements of the Settlement.

5. By this Settlement Agreement, HMA, KA, HMC, and KC release the Plaintiffs and Plaintiffs' Counsel from any and all claims or causes of action that were, or could have been, asserted by HMA, KA, HMC, and KC, pertaining to this Action or Settlement. HMA, KA, HMC, and KC recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, both entities nevertheless agree that, upon entry of an order granting final approval to this Settlement and entering judgment, HMA, KA, HMC, and KC fully, finally, and forever settle and release any and all such claims. The Parties acknowledge that this waiver and release were bargained for, and are material elements of the Settlement.

6. This Settlement and the release in the preceding paragraph do not affect the rights of Class members who timely and properly request exclusion from the Class, or anyone encompassed within the class definitions set forth in the complaints in this Action who are not a member of the Class defined in this Settlement Agreement, including but not limited to the named plaintiffs and putative class members in *Engine II* who are not expressly named, identified, or encompassed in this Settlement Agreement. The Parties do not intend this Settlement Agreement and release to affect any legal claims that arise out of a consumer's purchase or use of any vehicle other than a Class Vehicle. The Settlement Agreement and release do not release claims for (i) death, (ii) personal injury, (iii) damage to tangible property other than a Class Vehicle, or (iv) subrogation.

7. The administration and consummation of the Settlement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement. The Court retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement, including, but not limited to, orders enjoining Class members from prosecuting claims that are released pursuant to the Settlement and allowing for discovery related to objectors.

8. Upon issuance of the Final Approval Order and Judgment: (i) the Settlement shall be the exclusive remedy for Class members and subsequent Class Vehicle owners and lessees; (ii) Releasees shall not be subject to liability or expense of any kind to any Class members or subsequent Class Vehicle owners and lessees for reasons related to the Action except as set forth

herein; and (iii) Class members and subsequent Class Vehicle owners and lessees shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against the Releasees.

VII. SETTLEMENT APPROVAL PROCESS

A. Intention to Complete Settlement

1. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement and the transactions contemplated hereby. Plaintiffs shall prepare all preliminary approval and final approval papers.

2. If the Preliminary Approval Order or the Final Approval Order and Judgment are not obtained from the Court in the form contemplated by this Settlement, or, if the Final Approval Order and Judgment is reversed or materially modified on appeal, this Settlement should be null and void *ab initio* upon election of any of the Parties and have no further force and effect with respect to any of the Parties in this Action. Nothing in this provision shall affect HMA and KA's obligation to pay all costs reasonably incurred by the settlement administration process.

B. Preliminary Court Approval

1. Promptly after execution of this Settlement by the Parties, counsel for the Parties shall present this Settlement to the Court for review and jointly seek entry of an order that preliminary certifies the Class as a settlement class, grants preliminary approval of this Settlement, and directs HMA and KA to provide notice of the Settlement in the manners listed herein.

2. No later than 20 days before the Final Approval Hearing of the Settlement, HMA and KA shall provide affidavits for the Court, with a copy to Class Counsel, attesting that notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or as otherwise required by the Court.

C. Final Court Approval

1. Once the Court enters a Preliminary Approval Order, counsel for the Parties shall use their best efforts to promptly obtain entry of a Final Approval Order and Judgment that:

a. Finds the Settlement to be fair, reasonable, and adequate;

b. Finds that the Class notice given constitutes the best notice practicable;

c. Approves the release specified in section VI as binding and effective as to all Class members who have not properly excluded themselves from the Class;

d. Directs that judgment be entered on the terms stated herein; and

e. Provides that the Court will retain jurisdiction over the Parties and Class members to enforce the terms of the final order and judgment.

2. Upon entry of the Final Approval Order and Judgment, this Action shall be dismissed, on its merits and with prejudice, with respect to all Plaintiffs and all Class members who have not properly excluded themselves from the Class, and without prejudice as to anyone else, subject to the continuing jurisdiction of the Court, including but not limited to the claims of the named plaintiffs and putative class members in *Engine II* who are not expressly named, identified, or encompassed in this Settlement Agreement.

VIII. REQUESTS FOR EXCLUSION

1. The provisions of this section shall apply to any request by a Class member for exclusion from the Class.

2. Any Class member may make a request for exclusion by submitting such request in writing as set forth in the Class notice.

3. Any request for exclusion must be submitted not later than the date specified in the Court's Preliminary Approval Order.

4. Any request for exclusion shall (i) state the Class member's full name and current address, (ii) provide the model, model year, and VIN of their Class Vehicle(s) and the approximate date(s) of purchase or lease, and (iii) specifically and clearly state the Class member's desire to be excluded from the Settlement and from the Class.

5. Failure to comply with these requirements and to timely submit the request for exclusion will result in the Class member being bound by the terms of the Settlement Agreement.

6. Any Class member who submits a timely request for exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

7. HMA and KA shall report the names of all Class members who have submitted a request for exclusion to Class Counsel on a weekly basis, beginning 30 days after the Notice Date.

8. Class Counsel represent and warrant that they have no other agreements with other counsel respecting Class members, including any agreements with respect to referring, soliciting, or encouraging any Class members to request to be excluded (or "opt out") from this agreement.

9. Upon certification of the Class in connection with the Preliminary Approval of this agreement, Class Counsel agree to seek in the Preliminary Approval Order from the Court a provision encouraging all written communications to multiple Class members with respect to this Agreement to be reviewed and approved by Class Counsel and the Court, and Class Counsel agree to abide by that provision as may be required by the Court.

10. Objections and Requests for exclusions shall be permitted on an individual basis only. Any purported "class-wide" objections or opt-outs will be construed as being submitted only on behalf of the person who actually submitted the exclusion.

IX. OBJECTIONS

1. The Parties will request that the Court enter an order requiring any Class member who wishes to enter an objection to be considered to submit a written notice of objection to HMA and KA by the deadline set in the Court's Preliminary Approval Order. HMA and KA will promptly send any received objections to Class Counsel.

2. To state a valid objection to the Settlement, an objecting Class member must provide the following information in their written objection: (i) the case name and number, *In re: Hyundai and Kia Engine Litigation II*, No. 8:17-cv-02223-JLS-JDE (C.D. Cal.); (ii) the objecting Class member's full name, current address, email, if any, and current telephone number; (iii) the model year and VIN(s) of the objecting Class member's Class Vehicle(s); (iv) a statement of the objection(s), including all factual and legal grounds for the position; (v) copies of any documents the objector wishes to submit in support; (vi) the name and address of the lawyer(s), if any, who is representing the objecting Class member in making the objection or who may be entitled to compensation in connection with the objection; (vii) a statement of whether the objecting Class member intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the

objecting Class member at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection; and (ix) the signature of the objecting Class member, in addition to the signature of any attorney representing the objecting Class member in connection with the objection, and date of the objection. In addition, any Class member objecting to the Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years. If the Class member or their counsel has not made any such prior objection, the Class member shall affirmatively so state in the written materials provided with the objection.

3. If the objecting Class member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Class member must so state in the objection. Any Class member who does not state their intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

4. The Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel or counsel for HMA and KA to notice such objecting Class member for and take their deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make themself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that Class member the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.

5. Any objector who seeks a fee for their objection shall do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).

6. These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Class member's objection to the Settlement, in accordance with the due process rights of all Class members.

7. Any Class member who fails to file and serve timely a written objection containing all of the information listed in paragraphs 2 and 3 above, including notice of their intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal.

8. The Parties shall promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

X. MISCELLANEOUS

A. Choice of Law

This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of California without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

B. Not Evidence

1. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever to any other party.

2. Neither this Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of it: (a) is, or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any legal claim made by Plaintiffs or Class members, or of any wrongdoing or liability of HMA, KA, HMC, and/or KC, or (b) is, or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of Releasees in any proceeding in any court, administrative agency, or other tribunal.

3. This provision shall survive the expiration or voiding of the Settlement Agreement.

C. Headings

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

D. Effect of Exhibits

The exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

E. Entire Agreement

This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person or Party against whom enforcement of the Agreement is sought.

F. Counterparts

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it, and all of which shall be deemed a single agreement.

G. Arm's-Length Negotiations

1. The Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. The provisions for attorneys' fees and costs and service awards set forth herein were negotiated separately from and after agreement on the provisions for relief to Plaintiffs and the Class.

2. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

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

Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Agreement.

H. Public Statements

1. The Parties and their Counsel agree to keep the substance of this agreement confidential until the date on which the Settlement Agreement is filed with the Court, provided that this section shall not prevent HMA or KA from disclosing such information, prior to the date on which the agreement is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys, nor shall it prevent the Parties and their Counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of the agreement; provided further that HMA and KA may disclose publicly the terms of the agreement that it deems necessary to meet its regulatory obligations or fiduciary duties; and provided further that Plaintiffs may disclose the terms to their expert(s).

2. Neither the Parties nor their Counsel shall issue (or cause any other Person to issue) any press release concerning the existence or substance of this agreement, excepting the jointly-created press release described as follows. The Parties may publicly release and announce the fact and terms of the settlement, subject to the Parties reaching mutual written consent on the contents of the press release prior to filing for preliminary approval. Excepting such announcement and the Exhibits to this Agreement, neither the Parties nor their Counsel shall issue (or cause any other Person to issue) any other press release concerning this Agreement or the settlement set forth herein, unless otherwise agreed to in writing and neither the Parties or their Counsel shall make (or cause any other Person to make) any statements of any kind to the press concerning this Agreement or the settlement set forth herein, except that a Party or Party's counsel may respond to an inquiry from a member of the press by (a) directing the member of the press to a public resource to review or obtain a copy of this Agreement or the Class Notice or (b) by supplying additional information to the member of the press, provided that the responding Party will provide such additional information to the other Parties as promptly as practicable. A Party or Party's counsel shall provide notice to the other Parties before responding to a press inquiry whenever reasonably possible. If such notice cannot reasonably be provided before responding to a press inquiry, the responding Party or Party's Counsel shall

notify the other Parties promptly after responding to the press inquiry. This paragraph does not prevent Class Counsel from communicating with individual Class members about the Settlement.

I. Good Faith

The Parties acknowledge that prompt approval, consummation, and implementation of this Settlement is essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement, shall promptly perform their respective obligations hereunder, and shall attempt to resolve any dispute that may arise under this Settlement in a good faith and expeditious manner.

J. Continuing Jurisdiction

The Parties agree the Court may retain continuing and exclusive jurisdiction over them, and all Class members, for the purpose of the administration and enforcement of this Settlement.

K. Extensions of Time

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement without further notice (subject to Court approval as to court dates).

L. Service of Notice

Whenever, under the terms of this Settlement Agreement, written notice is required to be given to HMA, HMC, KC, KA, or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other parties in writing:

As to Plaintiffs:

Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Telephone: (206) 623-7292
Fax: (206) 623-0594
Email: steve@hbsslaw.com

Matthew Schelkopf
SAUDER SCHELKOPF LLC
1109 Lancaster Avenue
Berwyn, PA 19312
Telephone: (610) 200-0581
Email: mds@sstriallawyers.com

Gretchen Freeman Cappio

KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101
Telephone: (206) 623-1900
Fax: (206) 623-3384
Email: gcappio@kellerrohrback.com

As to HMA, HMC, KC and KA:

Shon Morgan
QUINN EMANUEL URQUHART & SULLIVAN, LLP
865 S. Figueroa St., 10th Floor
Los Angeles, CA 90017

IN WITNESS HEREOF, each of the Parties hereto has caused this agreement to be executed, as of the day(s) set forth below.

Dated: August 26, 2022 By: _____

Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Telephone: (206) 623-7292
Fax: (206) 623-0594
Email: steve@hbsslaw.com

Matthew Schelkopf
SAUDER SCHELKOPF LLC
1109 Lancaster Avenue
Berwyn, PA 19312
Telephone: (610) 200-0581
Email: mds@sstriallawyers.com

Gretchen Freeman Cappio
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101
Telephone: (206) 623-1900
Fax: (206) 623-3384
Email: gcappio@kellerrohrback.com

Bonner C. Walsh
WALSH PLLC
1561 Long Haul Road
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Telephone: (541) 359-2827
Facsimile: (866) 503-8206
Email: bonner@walshpllc.com

Adam Gonnelli, Esq.
LAW OFFICE OF ADAM R. GONNELLI, L.L.C.
707 Alexander Road
Bldg. 2, Ste. 208
Princeton, NJ 08540
Tel: (917) 541-7110
Fax: (315) 446-7521
Email: adam@arglawoffice.com

Benjamin L. Bailey
BAILEY GLASSER LLP

209 Capitol Street
Charleston, WV 25301
Telephone: (304) 345-6555
Facsimile: (304) 342-1110
Email: bbailey@baileyglasser.com

W. Daniel Miles, III
BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES, P.C.
272 Commerce Street
Montgomery, AL 36104
Telephone: (334) 269-2343
Facsimile: (334) 954-7555
Email: dee.miles@beasleyallen.com

Counsel for Plaintiffs, In re: Hyundai and Kia Engine Litigation II, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.)

Dated: August 26, 2022

By: _____
Shon Morgan
QUINN EMANUEL URQUHART & SULLIVAN, LLP
865 S. Figueroa St., 10th Floor
Los Angeles, CA 90017

Counsel for Defendants Hyundai Motor America, Hyundai Motor Company, Kia Corporation, and Kia America, Inc.

Dated: August 26, 2022

By: _____
Jason Erb
General Counsel
For Hyundai Motor America and Hyundai Motor Company (agent)

Dated: _____, 2022

By: _____
Mark Goldzweig
Executive Director and Associate General Counsel
For Kia Corporation and Kia America, Inc.

209 Capitol Street
Charleston, WV 25301
Telephone: (304) 345-6555
Facsimile: (304) 342-1110
Email: bbailey@baileyglasser.com

W. Daniel Miles, III
BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES, P.C.
272 Commerce Street
Montgomery, AL 36104
Telephone: (334) 269-2343
Facsimile: (334) 954-7555
Email: dee.miles@beasleyallen.com

Counsel for Plaintiffs, In re: Hyundai and Kia Engine Litigation II, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.)

Dated: _____, 2022

By: _____
Shon Morgan
QUINN EMANUEL URQUHART & SULLIVAN, LLP
865 S. Figueroa St., 10th Floor
Los Angeles, CA 90017

Counsel for Defendants Hyundai Motor America, Hyundai Motor Company, Kia Corporation, and Kia America, Inc.

Dated: _____, 2022

By: _____
Jason Erb
General Counsel
For Hyundai Motor America and Hyundai Motor Company

Dated: Aug 26, 2022

By: _____
Mark Goldzweig
Executive Director and Associate General Counsel
For Kia Corporation and Kia America, Inc.

Representative Plaintiff Signatures

Leslie Flaherty
Leslie Flaherty

Dated: 8-29-22

Joanne Caballero

Dated: _____

Sharon Moon

Dated: _____

Stanton Vignes

Dated: _____

Kesha Franklin Marbury

Dated: _____

Christina Roos

Dated: _____

James H. Palmer

Dated: _____

John H. Caro

Dated: _____

Ashley Gagas

Dated: _____

Nicole Thornhill

Dated: _____

Janet O'Brien

Dated: _____

James Carpenter

Dated: _____

Robert Buettner

Dated: _____

James J. Martino

Dated: _____

Representative Plaintiff Signatures

Leslie Flaherty

Dated:

Joanna Caballero

Dated: 8/30/2022

Sharon Moon

Dated:

Stanton Vignes

Dated:

Kesha Franklin Marbury

Dated:

Christina Roos

Dated:

James H. Palmer

Dated:

John H. Caro

Dated:

Ashley Gagas

Dated:

Nicole Thornhill

Dated:

Janet O'Brien

Dated:

James Carpenter

Dated:

Robert Buettner

Dated:

James J. Martino

Dated:

Representative Plaintiff Signatures

Leslie Flaherty

Dated:

Joanne Caballero

Dated:

Sharon Moon

Dated: 8/26/22

Stanton Vignes

Dated:

Kesha Franklin Marbury

Dated:

Christina Roos

Dated:

James H. Palmer

Dated:

John H. Caro

Dated:

Ashley Gagas

Dated:

Nicole Thornhill

Dated:

Janet O'Brien

Dated:

James Carpenter

Dated:

Robert Buettner

Dated:

James J. Martino

Dated:

Representative Plaintiff Signatures

Leslie Flaherty

Dated:

Joanna Caballero

Dated:

Sharon Moon

Dated:

Stanton Vignes

Stanton Vignes

Dated: 09/05/2022

Kesha Franklin Marbury

Dated:

Christina Roos

Dated:

James H. Palmer

Dated:

John H. Caro

Dated:

Ashley Gagas

Dated:

Nicole Thornhill

Dated:

Janet O'Brien

Dated:

James Carpenter

Dated:

Robert Buettner

Dated:

James J. Martino

Dated:

Representative Plaintiff Signatures

Leslie Flaherty

Dated:

Joanne Caballero

Dated:

Sharon Moon

Dated:

Stanton Vignes

Dated:

Kesha Franklin Marbury

Dated: 8.22.2022

Christina Roos

Dated:

James H. Palmer

Dated:

John H. Caro

Dated:

Ashley Gagas

Dated:

Nicole Thornhill

Dated:

Janet O'Brien

Dated:

James Carpenter

Dated:

Robert Buettner

Dated:

James J. Martino

Dated:

Representative Plaintiff Signatures

Leslie Flaherty

Dated:

Joanne Caballero

Dated:

Sharon Moon

Dated:

Stanton Vignes

Dated:

Kesha Franklin Marbury

Dated:

Christina Roos

Dated: 8-22-22

James H. Palmer

Dated:

John H. Caro

Dated:

Ashley Gagas

Dated:

Nicole Thornhill

Dated:

Janet O'Brien

Dated:

James Carpenter

Dated:

Robert Buettner

Dated:

James J. Martino

Dated:

Representative Plaintiff Signatures

Leslie Flaherty

Dated:

Joanne Caballero

Dated:

Sharon Moon

Dated:

Stanton Vignes

Dated:

Kesha Franklin Marbury

Dated:

Christina Roos

Dated:

James H Palmer (Aug 22, 2022 13:36 PDT)

James H. Palmer

Dated: Aug 22, 2022

John H. Caro

Dated:

Ashley Gagas

Dated:

Nicole Thornhill

Dated:

Janet O'Brien

Dated:

James Carpenter

Dated:

Robert Buettner

Dated:

James J. Martino

Dated:

Representative Plaintiff Signatures

Leslie Flaherty

Dated:

Joanne Caballero

Dated:

Sharon Moon

Dated:

Stanton Vignes

Dated:

Kesha Franklin Marbury

Dated:

Christina Roos

Dated:

James H. Palmer

Dated:

John H. Caro

John H. Caro (Aug 24, 2022 14:38 EDT)

Dated: Aug 24, 2022

Ashley Gagas

Dated:

Nicole Thornhill

Dated:

Janet O'Brien

Dated:

James Carpenter

Dated:

Robert Buettner

Dated:

James J. Martino

Dated:

Representative Plaintiff Signatures

Leslie Flaherty

Dated:

Joanne Caballero

Dated:

Sharon Moon

Dated:

Stanton Vignes

Dated:

Kesha Franklin Marbury

Dated:

Christina Roos

Dated:

James H. Palmer

Dated:

John H. Caro

Dated:

DocuSigned by:

Ashley Gagas

Dated: 8/22/2022

Nicole Thornhill

Dated:

Janet O'Brien

Dated:

James Carpenter

Dated:

Robert Buettner

Dated:

James J. Martino

Dated:

Representative Plaintiff Signatures

Leslie Flaherty

Dated:

Joanne Caballero

Dated:

Sharon Moon

Dated:

Stanton Vignes

Dated:

Kesha Franklin Marbury

Dated:

Christina Roos

Dated:

James H. Palmer

Dated:

John H. Caro

Dated:

Ashley Gagas

Dated:



Nicole Thornhill

Dated: 08/24/2022

Janet O'Brien

Dated:

James Carpenter

Dated:

Robert Buettner

Dated:

James J. Martino

Dated:

Representative Plaintiff Signatures

Leslie Flaherty	Joanne Caballero
Dated:	Dated:
Sharon Moon	Stanton Vignes
Dated:	Dated:
Kesha Franklin Marbury	Christina Roos
Dated:	Dated:
James H. Palmer	John H. Caro
Dated:	Dated:
Ashley Gagas	Nicole Thornhill
Dated:	Dated:
Janet O'Brien	James Carpenter
Dated: 6/26/2022	Dated:
Robert Buettner	James J. Martino
Dated:	Dated:

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Joanne Caballero

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Sharon Moon

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Nicole Thornhill

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Janet O'Brien

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James Carpenter

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Robert Buettner

Dated: August 25, 2022

James J. Martino

Dated:

Representative Plaintiff Signatures

Leslie Flaherty

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Joanne Caballero

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Sharon Moon

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Stanton Vignes

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Kesha Franklin Marbury

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James J. Martino (Aug 30, 2022 21:09 EDT)

James J. Martino

Dated: Aug 30, 2022

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Dated: August 24, 2022

James Twigger

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Anthony DiPardo

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Jennifer DiPardo

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Jeannett Smith

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Seane Ronfeldt

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Gabrielle Alexander

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Tavis Carduff

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Brian Frazier

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Linda Short	James Twigger
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Gabrielle Alexander	Tavis Carduff
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Brian Frazier	Chad Perry
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William Pressley	
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Linda Short

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Dated: August 25, 2022

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Dated: August 25, 2022

Jeannett Smith

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Seane Ronfeldt

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Gabrielle Alexander

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Tavish Carduff

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Brian Frazier

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Chad Perry

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William Pressley

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James Twigger

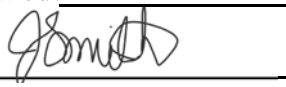
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Anthony DiPardo

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Jennifer DiPardo

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Jeannett Smith

Dated: 08/30/2022

Seane Ronfeldt

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Gabrielle Alexander

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Tavis Carduff

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Brian Frazier

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Chad Perry

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William Pressley

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Linda Short

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James Twigger

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Anthony DiPardo

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Jennifer DiPardo

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Jeannett Smith

Dated:

Seane Ronfeldt

Seane Ronfeldt

Dated: 08/23/2022

Gabrielle Alexander

Dated:

Tavis Carduff

Dated:

Brian Frazier

Dated:

Chad Perry

Dated:

William Pressley

Dated:

Linda Short

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Jeannett Smith

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Gabrielle Alexander

Dated: August 25, 2022

Tavish Carduff

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Brian Frazier

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William Pressley

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Linda Short

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James Twigger

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Anthony DiPardo

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Jennifer DiPardo

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Jeannett Smith

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Seane Ronfeldt

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Gabrielle Alexander

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Tavish Carduff

August 24, 2022

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Brian Frazier

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Chad Perry

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William Pressley

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Linda Short

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James Twigger

Dated:

Anthony DiPardo

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Jennifer DiPardo

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Jeannett Smith

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Seane Ronfeldt

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Gabrielle Alexander

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Tavis Carduff

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Brian Frazier

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Chad Perry

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Anthony DiPardo

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Jeannett Smith

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Seane Ronfeldt

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Gabrielle Alexander

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Brian Frazier

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Chad Perry

Dated: August 25, 2022

William Pressley

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Seane Ronfeldt

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Gabrielle Alexander

Dated:

Tavis Carduff

Dated:

Brian Frazier

Dated:

Chad Perry

Dated:

William Pressley

William Pressley

Dated: 08/25/2022

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF PROPOSED CLASS SETTLEMENT

If you bought or leased one of these vehicles equipped with the specified corresponding engine below, you might benefit from a class action settlement:

Model Year	Model	Engine
2011–2015	Sonata Hybrid (HEV)	Theta II 2.4-liter MPI Hybrid
2016–2019	Sonata Hybrid/Plug-In Hybrid (HEV/PHEV)	Nu 2.0-liter GDI Hybrid
2010–2012	Santa Fe	Theta II 2.4-liter MPI
2010–2013	Tucson	Theta II 2.4-liter MPI
2014–2021	Tucson	Nu 2.0-liter GDI
2014	Elantra Coupe	Nu 2.0-liter GDI
2014–2016	Elantra	Nu 2.0-liter GDI
2014–2020	Elantra GT	Nu 2.0-liter GDI
2012–2017	Veloster	Gamma 1.6-liter GDI

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

Your rights are affected whether you act or do not act. Read this notice carefully.

The purpose of this Notice is to inform you of a proposed Settlement of a class action lawsuit in California federal court called *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.). You are receiving this Notice because Hyundai Motor Company ("HMC") and Hyundai Motor America, Inc.'s ("HMA") (collectively "Hyundai") records indicate that you might be entitled to claim certain financial benefits offered by this Settlement.

The lawsuit alleges that certain Hyundai vehicles (called the "Class Vehicles" and listed below) have a defect that can cause engine seizure, stalling, engine failure, and possibly engine fire, and that some owners and lessees have been improperly denied repairs under the vehicle's warranty. Hyundai has not been found liable for any claims alleged in the lawsuit. The parties have instead reached a voluntary settlement in order to avoid lengthy litigation and thereby provide relief to Class Members. People who owned or leased Class Vehicles, referred to as "Class Members," might be entitled to compensation if they submit valid and timely claims.

Under the proposed Settlement, and subject to proof, Hyundai will provide financial and other benefits for certain engine-related repairs and/or engine failures or engine fires.

To qualify for benefits under the Settlement you must have bought or leased a Class Vehicle, which are certain vehicle models originally equipped with or replaced with the respective corresponding genuine multi-port fuel injection ("MPI") or gasoline direct injection ("GDI") engine within Original Equipment Manufacturer ("OEM") specifications listed below:

- 2011–2015 model year Hyundai Sonata Hybrid (HEV) vehicles with a Theta II 2.4-liter MPI Hybrid engine;
- 2016–2019 model year Hyundai Sonata Hybrid/Plug-In Hybrid (HEV/PHEV) vehicles with a Nu 2.0-liter GDI Hybrid engine;
- 2010–2012 model year Hyundai Santa Fe vehicles with a Theta II 2.4-liter MPI engine;
- 2010–2013 model year Hyundai Tucson vehicles with a Theta II 2.4-liter MPI engine;
- 2014–2021 model year Hyundai Tucson vehicles with a Nu 2.0-liter GDI engine;
- 2014 model year Hyundai Elantra Coupe vehicles with a Nu 2.0-liter GDI engine;
- 2014–2016 model year Hyundai Elantra vehicles with a Nu 2.0-liter GDI engine;
- 2014–2020 model year Hyundai Elantra GT vehicles with a Nu 2.0-liter GDI engine; or
- 2012–2017 model year Hyundai Veloster vehicles with a Gamma 1.6-liter GDI engine.

To check whether your vehicle might be a Class Vehicle, you can visit the Settlement website at [LINK] or call [PHONE] and ask whether your vehicle is included in the Settlement. Whether you visit the website or call the toll-free number, you will need to have your Vehicle Identification Number ("VIN") ready.

The benefits under the Settlement are:

- The Settlement extends the Powertrain Limited Warranty to 15 years or 150,000 odometer miles from the date of the vehicle's original retail delivery, whichever comes first, to both original and subsequent owners for damage to the engine short block and long block assembly caused by connecting rod bearing failure (the "Extended Warranty"). **To obtain Extended Warranty benefits, you may need to first complete the Knock Sensor Detection System ("KSDS") update at a Hyundai dealership (explained further below).** For the 90-day period following final approval of the Settlement, the Extended Warranty also provides a free campaign or recall inspection for any Class Vehicles not yet inspected and within the 15-year or 150,000-odometer-mile period from the date of the vehicle's original retail delivery (whichever comes first), regardless of prior repairs. Service campaigns and recalls are provided free of charge to customers of eligible vehicles. The Settlement also provides loaner vehicles in some instances, subject to dealer availability, or reimbursement or compensation of certain expenses for rental car, ride-sharing, or other transportation expenses for any vehicles that undergo qualifying engine replacement or repair.

- The Settlement provides certain cash reimbursements for qualifying past out-of-pocket repairs and compensation for past and current out-of-pocket repair-related transportation (*e.g.*, rental, ride-share) and towing expenses, as well as for inconvenience due to qualifying engine repair delays while the vehicle was serviced by Hyundai dealers.

- The Settlement provides certain cash compensation for out-of-pocket transportation (*e.g.*, rental, ride-share) and towing expenses, and for lodging and meal expenses in certain circumstances, if you experienced a qualifying engine failure or engine fire (regardless of whether you obtained a repair afterwards).

- The Settlement provides cash compensation for certain trade-ins and sales of unrepaired vehicles that experienced a qualifying engine failure or fire.

- The Settlement provides compensation for vehicles lost due to qualifying engine fires. In some instances, the Settlement also provides a cash rebate if you lost faith in the vehicle after experiencing engine troubles related to the alleged defect and you purchased another Hyundai vehicle within a specified timeframe.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a reimbursement or compensation. However, it is not necessary to submit a claim form to benefit from the 15-Year/150,000-Mile Extended Warranty, subject to first installing the KSDS update, if applicable. The deadline to submit a claim for most benefits is [DATE]. Any extension of this date will be posted on the Settlement website.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever file or be part of any pending or future lawsuit against Hyundai about the legal claims in this case. The deadline to submit a request for exclusion is [DATE].
OBJECT	In order to object to the Settlement, you must remain a member of the lawsuit—you cannot ask to be excluded. You may object to the Settlement by writing to Class Counsel (identified on page [PAGE]) and indicating why you do not like the Settlement. The deadline to object is [DATE].
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. The deadline to challenge the fairness of the Settlement is [DATE].
DO NOTHING	Get no reimbursement or compensation. However, you will receive the 15-Year/150,000-Mile Extended Warranty, subject to first installing the KSDS update, if applicable.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court overseeing this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. The Court approval process may take some time, so please be patient.
- Please visit [LINK] for a copy of this notice in Spanish. Visite [LINK] para obtener una copia de este aviso en español.

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BASIC INFORMATION

1. Why did I get this notice package?

According to Hyundai's records, you bought or leased a Class Vehicle in the United States (or while abroad on active U.S. military duty).

The Court has ordered this notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit and about your options in that lawsuit before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, Hyundai will provide payments and other benefits agreed to in the Settlement to the Class Members. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

You should read this entire notice.

2. What are these lawsuits about?

The people who filed these lawsuits are called Plaintiffs, and the companies they sued, including Hyundai, are called Defendants. The Plaintiffs allege that the Class Vehicles suffer from a defect, related to connecting rod bearing failure, that can cause engine seizure, stalling, engine failure, and engine fire. The Plaintiffs also allege that engine seizure or stalling can be dangerous if experienced. The Plaintiffs also allege that some owners and lessees have been improperly denied repairs under the vehicle's warranty. Hyundai denies Plaintiffs' allegations.

3. Why is this a class action?

In a class action lawsuit, one or more persons, called "Class Representatives" (in this case Leslie Flaherty, Joanna Caballero, James Carpenter, Sharon Moon, Stanton Vignes, Kesha Franklin Marbury, Christina Roos, James J. Martino, James H. Palmer, John H. Caro, Ashley Gagas, Nicole Thornhill, Janet O'Brien, Robert Buettner, Linda Short, James Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith), sue on behalf of people who have similar claims. All of these people and those similarly situated are a "Settlement Class" or "Class Members." One court resolves the issues for all Class Members, except those who exclude themselves from the Settlement Class. The court in charge of the case is the United States District Court for the Central District of California, and the case is known as *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.). United States District Judge Josephine Staton is presiding over this class action.

4. Why is there a settlement?

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

The Class Representatives and Defendants entered into a Settlement Agreement that was preliminarily approved by the Court, which authorized the issuance of this notice. The Class Representatives and the lawyers representing them (called "Class Counsel") believe that the Settlement is in the best interest of the Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement, along with all exhibits and addenda, sets forth in greater detail the rights and obligations of all the parties and is available at [LINK]. If

there is any conflict between this notice or the claim form and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE SETTLEMENT?

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

Judge Staton decided that, for the purposes of this proposed Settlement, everyone who fits this description is covered by the Settlement: All owners and lessees of a Class Vehicle who purchased or leased the Class Vehicle in the United States, including those that were purchased while the owner was abroad on active U.S. military duty, but excluding those purchased in the U.S. territories and/or abroad.

However, the Class excludes all claims for death, personal injury, property damage, and subrogation.

The Class also excludes Hyundai; Kia Corporation and Kia America, Inc. (together, "Kia"); any affiliate, parent, or subsidiary of Hyundai or Kia; any entity in which Hyundai or Kia has a controlling interest; any officer, director, or employee of Hyundai or Kia; any successor or assign of Hyundai or Kia; any judge to whom this Action is assigned, their spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; individuals and/or entities who validly and timely opt-out of the Settlement; consumers or businesses that have purchased Class Vehicles previously deemed a total loss (*e.g.*, salvage) (subject to verification through Carfax or other means); owners or lessees who rent or previously rented the Class Vehicle for use by third-party drivers; individuals and commercial entities engaged in the business of buying, selling, or dealing in motor vehicles (*e.g.*, new and used motor vehicle dealerships); banks, credit unions, or other lienholders; and current or former owners of a Class Vehicle who previously released their claims against Hyundai or Kia with respect to the same issues raised in this class action.

6. Which vehicles are included?

The "Class Vehicles," for the purposes of the description in the response to Question 5 above, are the following certain vehicle models originally equipped with or replaced with the respective corresponding genuine MPI or GDI engine within OEM specifications: 2011–2015 model year Hyundai Sonata Hybrid (HEV) vehicles with a Theta II 2.4-liter MPI Hybrid engine; 2016–2019 model year Hyundai Sonata Hybrid/Plug-In Hybrid (HEV/PHEV) vehicles with a Nu 2.0-liter GDI Hybrid engine; 2010–2012 model year Hyundai Santa Fe vehicles with a Theta II 2.4-liter MPI engine; 2010–2013 model year Hyundai Tucson vehicles with a Theta II 2.4-liter MPI engine; 2014–2021 model year Hyundai Tucson vehicles with a Nu 2.0-liter GDI engine; 2014 model year Hyundai Elantra Coupe vehicles with a Nu 2.0-liter GDI engine; 2014–2016 model year Hyundai Elantra vehicles with a Nu 2.0-liter GDI engine; 2014–2020 model year Hyundai Elantra GT vehicles with a Nu 2.0-liter GDI engine; and 2012–2017 model year Hyundai Veloster vehicles with a Gamma 1.6-liter GDI engine.

7. If I bought or leased a Class Vehicle that has not had problems, am I included?

Yes. You did NOT have to experience stalling, engine seizure, engine failure, or a vehicle fire to be included in this Settlement. If you still own or lease a Class Vehicle, you are eligible to take advantage of the Settlement's extension of the Powertrain Limited Warranty to 15 years or 150,000 odometer miles from the date of the vehicle's original retail delivery, whichever comes first, for certain types of engine repairs, as well as certain other benefits of the Settlement. **To obtain Extended Warranty benefits, you may need to first complete the KSDS update at a Hyundai dealership (explained further below).**

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

If you are still not sure whether you are included, you can ask for free help. You can visit [LINK] or call [PHONE] and ask whether your vehicle is included in the Settlement. Whether you visit the website or call the toll-free number, you will need to have your 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 Settlement provide?

The Settlement provides the following benefits for which you can submit a claim (see the response to Question 10 for how to make a timely claim using the Claim Form):

1. Warranty Extension

As part of the Settlement, Hyundai is extending the Powertrain Limited Warranty to a 15-Year/150,000-Mile Limited Warranty from the date of the vehicle's original retail delivery for current and subsequent owners of Hyundai Class Vehicles. The Extended Warranty will cover damage to the short block assembly, consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons, and the long-block assembly, **that is the causal result of connecting rod bearing failure** in those Class Vehicles owned or leased by individual consumers that occurs within 15 years from the date of the vehicle's original retail delivery or 150,000 odometer miles, whichever comes first.

To obtain Extended Warranty benefits , you will need to have the free KSDS update installed in your vehicle by a Hyundai dealership BEFORE experiencing an otherwise Qualifying Failure or Qualifying Fire (see below). You are not required to complete the KSDS update to obtain Extended Warranty if your vehicle was previously recalled under NHTSA Recall Numbers 20V746 or 21V727 (which affected 2011–2013 model year Hyundai Sonata Hybrid (HEV) vehicles with a Theta II 2.4-liter MPI Hybrid engine; 2016–2017 model year Hyundai Sonata Hybrid (HEV) vehicles with a Nu 2.0-liter GDI Hybrid engine; 2012 model year Hyundai Santa Fe vehicles with a Theta II 2.4-liter MPI engine; 2017 model year Hyundai Tucson vehicles with a Nu 2.0-liter GDI engine; and 2015–2016 model year Hyundai Veloster vehicles with a Gamma 1.6-liter GDI engine). However, if you have not done so already, Hyundai strongly encourages you to have your local Hyundai dealership install the KSDS update by [NOTICE DATE + 150], so that you may be eligible for other compensation offered under the Settlement, *e.g.*, rental car, towing, ride-sharing, or other transportation expenses and incidental expenses, where the underlying repair itself is covered under the Extended Warranty. To confirm whether your vehicle has received the KSDS update or for assistance scheduling an appointment, please contact your nearest Hyundai dealer or Hyundai's Consumer Assistance Center at (800) 633-5151 or visit https://owners.hyundaiusa.com/us/en/contact-us.html.

With the exception of cases of where Class Members did not timely obtain the KSDS update, if applicable, or cases of "Exceptional Neglect" (defined below), and subject to the existing terms, limitations, and condition of the Class Vehicles' original Powertrain Limited Warranty, the 15-Year/150,000-Mile Limited Warranty from the date of the vehicle's original retail delivery shall persist in its full duration once obtained regardless of any subsequent transfer in ownership or lease of the vehicle. The Extended Warranty is not available to commercial entities such as used car dealers, franchisees, or automobile auction houses, but will still be transferable to subsequent owners.

The Extended Warranty covers all costs of inspections and repairs including, parts, labor, and diagnosis, for the engine short block assembly and long block assembly caused by connecting rod bearing failure. Class Members are suggested to retain all vehicle maintenance records, and, if Hyundai believes there may be Exceptional Neglect, you may be required to provide records for vehicle maintenance performed to receive Extended Warranty repairs.

Coverage under the Extended Warranty may be denied for Exceptional Neglect. Exceptional Neglect means when (i) Defendants or their dealers suspect the engine evidences a lack of maintenance or care (*i.e.*, outside of factory maintenance and care specifications) based on an inspection of the physical condition of the engine that shows unacceptable lacquering, varnish, or sludge and (ii) service records demonstrate unacceptable gaps in regular oil changes.

You will have the opportunity to provide service records to Hyundai if Exceptional Neglect is suspected. Based on the records that you submit, records from dealers, and records from Carfax (or similar reputable third parties), there are unacceptable gaps in regular oil changes if, since original delivery, the Class Vehicle has one oil change gap of greater than 10,500 miles or 14 months, or was previously diagnosed with excessive oil consumption issues **AND** the Class Vehicle was not repaired to address such issues within 30 days or 1,000 miles, whichever comes first, subsequent to any completed oil consumption testing and confirmed diagnosis. If you experienced a Qualifying Failure or Qualifying Fire within your vehicle's first 15,000 miles, however, you will not be barred from receiving Extended Warranty coverage regardless of any oil change gaps.

As part of the Settlement, Hyundai will provide a free inspection for up to 90 days after the Notice Date for any vehicle that did not receive an inspection under at least one of the KSDS update campaigns or recalls if it is still within the 15-year or 150,000-mile period from the date of the vehicle's original retail delivery, whichever comes first.

Depending on loaner availability, Hyundai dealerships will also provide a free loaner vehicle of comparable value **if requested** and until repairs are completed. If no loaner vehicle is available, Hyundai will provide compensation of reasonable rental car, ride-share, or transportation expenses up to a maximum of $80 per day. (See below for how to make a claim for transportation reimbursements.)

You do **NOT** need to submit a Claim Form to receive this extension of the Powertrain Limited Warranty for the engine short block assembly or long block assembly under this Settlement.

2. Reimbursement for Past Repairs

Under the Settlement, Hyundai will reimburse you in full for money you spent on Qualifying Repairs that occurred before [NOTICE DATE] if the vehicle was within 15 years from the date of original retail delivery or 150,000 odometer miles, whichever came first. In certain instances, you may receive an additional $150 goodwill payment and/or inconvenience payment based on the following requirements:

(a) TYPES OF "QUALIFYING REPAIRS"

- "Qualifying Repairs" refers to any repairs performed to address hole-in-block symptoms (*i.e.*, the connecting rod punctures a hole in the engine block), engine seizure (unrelated to pre-existing oil consumption issues), or engine fire (see "Qualifying Fire").

- If the repair was completed at an authorized Hyundai dealership, "Qualifying Repairs" also include any repairs to address symptoms associated with connecting rod bearing failure where the vehicles received a diagnosis of (1) abnormal bearing noise, (2) stall caused by seizure with a failed bearing clearance test, or (3) P1326 warning light.

- "Qualifying Repairs" does not include repairs caused by a collision involving a Class Vehicle, unless the collision was directly caused by a Qualifying Failure or Qualifying Fire. "Qualifying Repairs" also does not include any repairs that were plainly unrelated to engine short block manufacturing issues (for example, a stall caused directly by a timing chain, fuel pump, oxygen sensor, turbocharger, or the electrical system) or where an investigation or inspection revealed an unrelated cause (for example, oil consumption issues that are not the causal result of connecting rod bearing failure).

- "Exceptional Neglect" may also exclude an otherwise Qualifying Repair if (i) an evaluation of available service records and/or submitted documentation suggests a lack of maintenance or care (*i.e.*, outside of factory maintenance and care specifications), *e.g.*, a repair order or service records noting engine oil sludge, engine coolant in oil, oil that smells burnt, an old oil filter (noted to be on the engine for greater than 20,000 miles), very low levels of drained oil, or other similar indicia of neglect, and (ii) service records demonstrate unacceptable gaps in regular oil changes.

- You will have the opportunity to provide service records to Hyundai if Exceptional Neglect is suspected. Based on the records that you submit, records from dealers, and records from Carfax (or similar reputable third parties), there are unacceptable gaps in regular oil changes if, since original delivery, the Class Vehicle has one oil change gap of greater than 10,500 miles or greater than 14 months, or was previously diagnosed with excessive oil consumption issues but the Class Vehicle was not repaired to address such issues within 30 days or 1,000 miles, whichever comes first, subsequent to any completed oil consumption testing and confirmed diagnosis. If the Qualifying Repair occurred within your vehicle's first 15,000 miles, however, Exceptional Neglect will not bar you from obtaining reimbursement for the past repair of the Qualifying Repair.

(b) GOODWILL PAYMENT FOR PREVIOUSLY DENIED WARRANTY REPAIRS

- If before [NOTICE DATE], you presented a Qualifying Repair to a Hyundai dealership and were denied an in-warranty repair and subsequently obtained the Qualifying Repair elsewhere, you are eligible to receive an additional $150 goodwill payment. The denial of warranty repair must be documented contemporaneously in repair orders or communications to Hyundai or its representatives.

* * *

Class Members are eligible for a reimbursement even if warranty coverage was denied on grounds of improper service or maintenance (excepting limited Exceptional Neglect circumstances), and even if the repairs were performed at an independent mechanic shop as long as it is a business entity with a business address, a working phone number, and online reviews (all subject to verification).

3. Compensation for Repair-Related Transportation and Towing Expenses

Money you spent on rental cars, ride-shares, or similar transportation services will be reimbursed for up to a maximum of $80 per day, and towing services will be reimbursed in full as long as these expenses are reasonably related to obtaining a Qualifying Repair (see above) performed on a Class Vehicle within 15 years from the date of original retail delivery or 150,000 odometer miles, whichever comes first. A Qualifying Repair that begins after [NOTICE DATE] must be from a Hyundai dealership. You must have completed the KSDS update on your Class Vehicle if the Qualifying Repair begins after [NOTICE DATE + 150] to be eligible for this reimbursement. Reimbursement for these expenses is limited to no more than fifteen (15) business days before delivery of the vehicle to the dealership or third-party repair facility for the Qualifying Repair and up to three (3) business days after Class Member was notified that their vehicle was ready to be picked up.

4. Inconvenience Due to Repair Delays

You may be entitled to compensation based on the length of the delay if you experienced prolonged delays (exceeding 60 days) obtaining a Qualifying Repair performed by an authorized Hyundai dealer on a Class Vehicle within 15 years from the date of original retail delivery or 150,000 miles, whichever comes first. You must have completed the KSDS update on your Class Vehicle if the Qualifying Repair begins after [NOTICE DATE + 150] to be eligible for this compensation.

If you had delays between 61 and 180 days, you will be entitled to $75. For delays of 181 days or more, you are entitled to $100, plus $100 for each additional 30-day period of delay (*i.e.*, $100 total for delays of 181–210 days, $200 total for delays of 211–240 days, $300 total for delays of 241–270 days, and so forth).

A class member may elect to receive this compensation in the form of a dealer service card valued at 150% of the amount that would otherwise be paid. The dealer service card may only be used at an authorized Hyundai dealer in payment towards any merchandise, parts, or service.

5. Incidentals for Qualifying Failure or Qualifying Fire

Money you spent on reasonable towing services will be reimbursed in full if you experience a Qualifying Failure or Qualifying Fire **within 150 miles of your home**, within 15 years from the date of the vehicle's original retail delivery or 150,000 miles, whichever comes first. If the Qualifying Failure or Qualifying Fire occurred within 150 miles of your home, you can get reimbursed for up to $125 for actual transportation expenses incurred on the day of Qualifying Failure or Qualifying Fire. If the Qualifying Failure or Qualifying Fire occurred **more than 150 miles away from your home**, you can get reimbursed for a maximum of three (3) days of up to $300 for the first day, up to $200 for the second day, and up to $100 for the third day for transportation, lodging, and reasonable meal expenses.

"QUALIFYING FAILURES" AND "QUALIFYING FIRES"

For future Qualifying Failures and Qualifying Fires occurring after [NOTICE DATE + 150], you must have completed the KSDS update on your Class Vehicle by [NOTICE DATE + 150] to be eligible for this compensation.

"Qualifying Failure" refers to an engine seizure, engine stall, or other vehicle incident short of an engine compartment fire that would otherwise be addressed by a Qualifying Repair (see above). "Qualifying Fire" refers to an engine compartment fire that would otherwise be addressed by a Qualifying Repair (see above).

An engine failure is not a Qualifying Failure and an engine fire is not a Qualifying Fire if unrelated to the engine short block manufacturing issues as it relates to connecting rod bearing failure or if an investigation or inspection revealed an unrelated cause. An engine failure or engine fire does not qualify where documentation shows the Class Vehicle was previously involved in a moderate to severe front-end collision (see the Settlement Agreement for further details) prior to the otherwise Qualifying Failure or Qualifying Fire.

"Exceptional Neglect" may also exclude an otherwise Qualifying Repair or Qualifying Fire if (i) an evaluation of available service records and/or submitted documentation suggests a lack of maintenance or care (*i.e.*, outside of factory maintenance and care specifications), *e.g.*, a repair order or service records noting engine oil sludge, engine coolant in oil, oil that smells burnt, an old oil filter (noted to be on the engine for greater than 20,000 miles), very low levels of drained oil, or other similar indicia of neglect, and (ii) service records demonstrate unacceptable gaps in regular oil changes.

You will have the opportunity to provide service records to Hyundai if Exceptional Neglect is suspected. Based on the records that you submit, records from dealers, and Carfax (or similar reputable third parties), there are unacceptable gaps in regular oil changes if, since original delivery, the Class Vehicle has one oil change gap of greater than 10,500 miles or greater than 14 months, or was previously diagnosed with excessive oil consumption issues but the Class Vehicle was not repaired to address such issues within 30 days or 1,000 miles, whichever comes first, subsequent to any completed oil consumption testing and confirmed diagnosis. If the Qualifying Repair occurred within your vehicle's first 15,000 miles, however, Exceptional Neglect will not bar you from obtaining reimbursement for the past repair of the Qualifying Repair.

6. Compensation If You Sold or Traded In a Class Vehicle in Certain Circumstances

If your Class Vehicle (i) experienced a Qualifying Failure or Qualifying Fire (see above) within 15 years from the date of original retail delivery or 150,000 odometer miles, whichever came first, and before [NOTICE DATE], *and* (ii) you sold or traded in the Class Vehicle without first getting it repaired, you may receive compensation for any resulting effect on fair market value of the Class Vehicle received in the sale or trade. You may also receive an additional goodwill payment of $150.00. The amount of compensation will be based on the baseline Black Book value of the vehicle minus the actual amount received from the sale or trade-in transaction as a whole (among other considerations).

7. Compensation for Vehicle Involved in a Qualifying Fire

If your Class Vehicle suffered or suffers a Qualifying Fire (see above) within 15 years from the date of original retail delivery or 150,000 odometer miles, whichever comes first, you may receive compensation for the value of the vehicle, and an additional $150 goodwill payment. If the Qualifying Fire occurs after [NOTICE DATE + 150], you must have completed the KSDS update on your Class Vehicle by [NOTICE DATE + 150] to be eligible for this compensation. The amount of compensation will be based on the maximum Black Book value of the vehicle minus any value received for the vehicle (*e.g.*, through insurance).

8. Qualifying Failure or Qualifying Fire Rebate Program

You may be entitled to a rebate payment if after [NOTICE DATE] (i) you lost faith in your Class Vehicle as a result of a Qualifying Failure or Qualifying Fire (see above) occurring within 15 years from the date of the vehicle's original retail delivery or 150,000 odometer miles, whichever came first, (ii) you sold your vehicle as result, and (iii) you purchase a replacement Hyundai vehicle from an authorized Hyundai dealership. If the Qualifying Failure or Qualifying Fire occurs after [NOTICE DATE + 150], you must have completed the KSDS update on your Class Vehicle by [NOTICE DATE + 150] to be eligible for this rebate payment.

The rebate is based on the difference between the value you received at trade-in or sale and the maximum Black Book value (*i.e.*, private party/very good) of the Class Vehicle at the time of the relevant KSDS update campaign launch for the Class Vehicle, irrespective of any underlying vehicle loans, up to the following amounts: for model year 2010, 2011, and 2012 Class Vehicles $2,500; for model year 2013 and 2014 Class Vehicles $2,000; for model year 2015 and 2016 Class Vehicles $1,500, and for model year 2017, 2018, 2019, 2020, and 2021 model year Class Vehicles $1,000.

9. Informational Pamphlet

The Settlement provides that Hyundai will distribute an informational pamphlet to Class Members that provides further recommended guidance on the maintenance of the engines in the Class Vehicles and that reminds Class Members of the available inspections and repairs. We suggest you keep the pamphlet in the vehicle at all times.

HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM

10. How do I make a claim?

- Fill out the Claim Form (paper or online), and
- Include the documentation specified on the Claim Form, and
- Submit online, by mail, or email the Claim Form to the address listed on the Claim Form, and
- Do so by [DATE] (any extension of that date will be posted on the Settlement website), unless your claim relates to a Qualifying Repair, Qualifying Failure, or Qualifying Fire that occurs after [NOTICE DATE], in which case you have 90 days from the date those costs were incurred or from the date you experienced the Qualifying Failure or Qualifying Fire.

Hyundai encourages you to submit your Claim Form online, but you may download and then print a Claim Form by visiting [LINK] or you may request a Claim Form be mailed to you through [LINK] or by calling [PHONE]. Please keep a copy of your completed Claim Form and all documentation you submit for your own records.

If you fail to submit a Claim Form and supporting documents by the required deadline, you will not get paid. Sending in a Claim Form late will be the same as doing nothing. Please **DO NOT** send Claim Forms to Class Counsel or the Court.

11. What kind of documentation do I need to include when submitting my Claim Form?

In addition to a completed Claim Form, you will need to submit supporting documentation. For benefits relating to a Qualifying Repair, this generally includes at least (i) proof that you owned or leased your Class Vehicle; (ii) proof that the Qualifying Repair actually occurred, like a repair order; (iii) proof you paid for the Qualifying Repair and any other repair-related expenses; and (iv) related insurance paperwork if any. If you received the Qualifying Repair at a Hyundai dealership, you are strongly encouraged to submit repair orders, your communications with the dealership, and any other documentation related to the Qualifying Repair, so that Hyundai can take any necessary steps to acquire additional information that may be needed to assist with approving the claim.

For benefits that do not require you to get a Qualifying Repair, you will similarly need to submit (i) proof that you owned or leased your Class Vehicle; (ii) proof that a Qualifying Failure or Qualifying Fire actually occurred, like a police report and/or insurance paperwork; (iii) proof you paid for expenses incurred as a result; and (iv) if applicable, proof of sale or trade-in and value received for the sale or trade-in of your vehicle.

Proof that you incurred an expense may be different from proof that you paid for it. For example, while an invoice may show that you were charged for a repair, you will also need to provide a credit card receipt, credit card statement, bank statement, cleared check, or other documents to show that you actually paid for it. The only circumstance in which attesting (swearing under oath) on your Claim Form that you paid for something in cash counts as proof of payment is if you paid cash for a repair done at an authorized Hyundai dealership.

12. When would I get my reimbursement?

In general, valid claims will be paid as they are approved, **after** the Effective Date. If there are no objections or appeals, the Effective Date for the Settlement will be the date of the Court's Order giving final approval to the Settlement. **Payments under the Settlement will begin once the Settlement has been finally approved by the**

Court and any appeals from that decision are completed. If there are objections or appeals, the date will be later. When the date becomes known it will be posted at [LINK].

The Hon. Josephine Staton, U.S. District Court Judge, will hold a Fairness Hearing at [TIME] on [DATE] in Courtroom 8A on the 8th Floor at the U.S. District Court for the Central District of California, First Street U.S. Courthouse, 350 West 1st St., Los Angeles, CA 90012, to decide whether to approve the Settlement. The hearing may be rescheduled without further notice to you, so it is recommended you periodically check [LINK] for updated information. If the Court approves the Settlement, there may be appeals afterwards. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

You may continue to check on the progress of the Settlement by visiting [LINK] or calling [PHONE].

13. What if my claim is found to be deficient?

If a claim is found to be deficient and is rejected during the review process by the Settlement Administrator, the Class Member will be notified of the deficiency in writing. The Settlement Class Member will then have an opportunity to remedy the deficiency within 45 days of the written notice.

Hyundai will then send you a final determination of how much it will reimburse you. If you are unhappy with the final determination, you must write to Hyundai by mail within 30 days from the postmark date of your final determination letter or email to state that you elect arbitration through the Better Business Bureau ("BBB"). At that point, you and Hyundai will have up to 30 days to resolve the dispute before you can go to the BBB.

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

Unless you exclude yourself in writing as described in the answer to Question 15, you will be treated as part of the Settlement Class, and that means that **you cannot sue, continue to sue, or be part of any other lawsuit against Hyundai,** or other related entities or individuals (listed in the Settlement Agreement, which you can view at [LINK]) about the legal issues in *this* case if the Settlement is approved, including but not limited to claims of false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust enrichment, strict product liability, and negligence arising from the defect alleged in this case. You will not be able to sue even on existing claims that you may already hold against Hyundai, or other related entities or individuals listed in the Settlement Agreement. It also means that all the Court's orders will apply to you and legally bind you.

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

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 VI of the Settlement Agreement (available at [LINK]) or you can contact the lawyers representing the Settlement Class (listed below) for free or speak with your own lawyer at your own expense.

Matthew D. Schelkopf Sauder Schelkopf LLC 1109 Lancaster Avenue Berwyn, Pennsylvania 19312 mds@sstriallawyers.com	Steve W. Berman Hagens Berman Sobol Shapiro LLP 1301 Second Avenue Suite 2000 Seattle, WA 98101 steve@hbsslaw.com	Gretchen Freeman Cappio Keller Rohrback L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101 gcappio@kellerrohrback.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the benefits or reimbursements provided in this Settlement, and you want to keep the right to sue or continue to sue Hyundai or other related entities or individuals, on your own and at your own expense, about the legal issues in this case, including for any existing claims you may currently have, then you must take steps to get out of the Settlement Class. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by U.S. mail (or an express mail carrier) saying that you want to "opt-out of" or "be excluded from" the Class Settlement in *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.). Be sure to include (i) your full name and current address, (ii) the model year, exact or approximate date(s) of purchase or lease, Vehicle Identification Number ("VIN") of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield), and (iii) a clear statement saying you wish to be excluded from the Settlement and the Class. You must mail your exclusion request no later than [DATE] to:

Defense Counsel
Shon Morgan Quinn Emanuel Urquhart & Sullivan, LLP 865 S. Figueroa St., 10th Floor Los Angeles, California 90017

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

If you ask to be excluded, you cannot receive any benefits under this Settlement, and you cannot object to the Settlement. If you choose to be excluded or opt out, you will be excluded for all claims you have that are included in the Settlement. You will not be legally bound by anything that happens in this lawsuit. Depending on the laws in your state, you may be able to sue (or continue to sue) Hyundai, or other related entities or individuals in the future about the legal issues in this case.

Any repairs performed on your Class Vehicle under the 15-Year/150,000-Mile Extended Warranty (from the date of the vehicle's original retail delivery) before [NOTICE DATE] shall preclude you from excluding yourself from the Class.

16. If I do not exclude myself, can I sue for the same thing later?

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

If you have a pending lawsuit against Hyundai, or related entities, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit if it concerns the same legal issues related to the Class Vehicles and the alleged defect in this case, even if it involves other causes of action, including but not limited to, false advertising, deceptive practices, fraud, breach of implied or

express warranties, lemon laws, unjust enrichment, strict product liability, and negligence. Remember, the exclusion deadline is [DATE].

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Defendants over the issues in this lawsuit.

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

No. If you exclude yourself, do not send in a Claim Form to ask for any reimbursement. But, you may sue, continue to sue, or be part of a different lawsuit against Hyundai and other related entities or individuals for the claims that this Settlement resolves.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Court has appointed Matthew D. Schelkopf of Sauder Schelkopf LLC, Steve W. Berman of Hagens Berman Sobol Shapiro LLP, and Gretchen Freeman Cappio of Keller Rohrback L.L.P., to represent you and other Class Members. Together, these lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own cost. Please **DO NOT** send Claim Forms to Class Counsel or the Court.

19. How will the lawyers be paid and will the Class representatives receive service payments?

At a later date, Class Counsel will ask the Court to award attorneys' fees, expenses, and service payments to each of the named Class Representatives: Leslie Flaherty, Joanna Caballero, James Carpenter, Sharon Moon, Stanton Vignes, Kesha Franklin Marbury, Christina Roos, James J. Martino, James H. Palmer, John H. Caro, Ashley Gagas, Nicole Thornhill, Janet O'Brien, Robert Buettner, Linda Short, James Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith. It will be up to the Court to decide whether Defendants will be ordered to pay any of those fees, expenses, and service payments. The Court may award less than the amounts requested by Class Counsel. Defendants will separately pay the fees and expenses and service payments that the Court awards. These amounts will not come out of the funds for payments to Class Members. Class Counsel will not seek more than $12,000,000 in fees and expenses or a service award exceeding $5,000 to each Class Representative who was deposed in this lawsuit and $3,500 to each Class Representative who was not deposed in this lawsuit. Class Counsel will file their motion for attorneys' fees and expenses by [DATE]. You may continue to check on the progress of Class Counsel's request for attorneys' fees, expenses, and service awards by visiting [LINK].

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 Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with all or part of the Settlement.

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

If you are a member of the Settlement Class and do not like the Settlement, you can object to all or part of the Settlement. You can give reasons you think the Court should not approve it. The Court will consider your views.

To object, you must mail a letter saying that you object to the addresses below:

Matthew D. Schelkopf Sauder Schelkopf LLC 1109 Lancaster Avenue Berwyn, Pennsylvania 19312	Steve W. Berman Hagens Berman Sobol Shapiro LLP 1301 Second Avenue Suite 2000 Seattle, WA 98101	Gretchen Freeman Cappio Keller Rohrback L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101

Your objection letter must include:

1) The name and title of the lawsuit, *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.);
2) A detailed written statement of each objection being made, including the specific reasons for each objection, and any evidence or legal authority to support each objection;
3) Your full name, address, and telephone number;
4) The model year and VIN of your Class Vehicle;
5) A statement disclosing whether you or your lawyer will ask to appear at the Fairness Hearing to talk about your objections, and if so, how much time you will need to present your objections;
6) Any supporting papers, materials, exhibits, or briefs that you want the Court to consider when reviewing the objection;
7) The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to your objection;
8) The number of times in which you, your counsel (if any), or your counsel's law firm (if any) have objected to a class action settlement within the five years preceding the date that you file the objection and the caption (name, case number, and court) of each case in which such objection was made;
9) A statement disclosing any consideration that you, your counsel (if any), or your counsel's law firm (if any) has received in connection with the resolution or dismissal of an objection to a class action settlement within the five years preceding the date that you file the objection; and
10) Your signature and that of your attorney, if you have one.

Submitting an objection allows Class Counsel or counsel for Defendants to notice your deposition and to seek any documentary evidence or other tangible things that are relevant to your objection. Failure to make yourself available for such a deposition or comply with expedited discovery requests may result in the Court striking your objection or denying you the opportunity to be heard. The Court may require you or your counsel to pay the costs of any such discovery should the Court determine the objection is frivolous or made for improper purpose.

Objections must be sent by first class mail to each of the above addresses and postmarked no later than [DATE]. Objections submitted after this date will not be considered.

If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the final approval hearing.

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, subject to the requirements above, but you do not have to.

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

The Court will hold a Fairness Hearing at [TIME] on [DATE] in Courtroom 8A on the 8th Floor at the U.S. District Court for the Central District of California, First Street U.S. Courthouse, 350 West 1st St., Los Angeles, CA 90012, to decide whether to approve the Settlement. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and whether to approve the Class Representatives' service awards. After the hearing, the Court will decide whether to finally approve the Settlement. We do not know how long these decisions will take.

The hearing may be rescheduled without further notice to you, so it is recommended you periodically check [LINK] for updated information.

23. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions Judge Staton may have. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

24. May I speak at the Fairness Hearing?

You may ask the Court's permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.)" or state in your objections that you intend to appear at the hearing. Be sure to include your name, address, telephone number, the model year and VIN for your Class Vehicle(s), and signature, as well as the identities of any attorneys who will represent you. Your Notice of Intention to Appear must be postmarked no later than [DATE], and be sent to Defense Counsel and Class Counsel, at the following addresses:

Defense Counsel	Class Counsel
Shon Morgan Quinn Emanuel Urquhart & Sullivan, LLP 865 S. Figueroa St., 10th Floor Los Angeles, California 90017	Matthew D. Schelkopf Sauder Schelkopf LLC 1109 Lancaster Avenue Berwyn, Pennsylvania 19312

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you do nothing, you will not receive any reimbursements or compensation from this Settlement. However, you will be entitled to the benefits of the 15-Year/150,000-Year Extended Warranty from the date of the vehicle's original retail delivery (if you continue to own or lease your Class Vehicle). **As explained above, to obtain Extended Warranty benefits, you may need to first complete the KSDS update at a Hyundai dealership.** But, unless you exclude yourself, you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Hyundai or other related entities or individuals about the legal issues in this case, ever again.

This Settlement will not affect your right to sue Defendants for any claims not resolved by the Settlement, regardless of whether or not you exclude yourself from the Settlement.

GETTING MORE INFORMATION

26. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at [LINK].

Neither Defendants nor Class Counsel make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

27. How do I get more information?

You can call [PHONE] toll free or visit [LINK], where you will find information and documents about the Settlement, a Claim Form, plus other information. You may also contact Class Counsel listed in response to Question 14.

All papers filed in this action are also available for review via the Public Access to Court Electronic Resources System (PACER), available online at http://www.pacer.gov.

Other than a request to review the Court's files at the Clerk of the Court's Office, please do not contact the Clerk of the Court or the Judge with questions.

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF PROPOSED CLASS SETTLEMENT

If you bought or leased one of these vehicles equipped with the specified corresponding engine below, you might benefit from a class action settlement:

Model Year	Model	Engine
2011–2016	Optima Hybrid (HEV)	Theta II 2.4L MPI Hybrid
2017–2020	Optima Hybrid (HEV/PHEV)	Nu 2.0L GDI Hybrid
2011–2013	Sorento	Theta II 2.4L MPI
2011–2013	Sportage	Theta II 2.4L MPI
2010–2013	Forte	Theta II 2.4L MPI
2010–2013	Forte Koup	Theta II 2.4L MPI
2014–2018	Forte	Nu 2.0L GDI
2014–2016	Forte Koup	Nu 2.0L GDI
2012–2016	Soul	Gamma 1.6L GDI
2014–2019	Soul	Nu 2.0L GDI

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

Your rights are affected whether you act or do not act. Read this notice carefully.

The purpose of this Notice is to inform you of a proposed Settlement of a class action lawsuit in California federal court called *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.). You are receiving this Notice because Kia Corporation ("KC") and Kia America, Inc.'s ("KA") (collectively "Kia") records indicate that you might be entitled to claim certain financial benefits offered by this Settlement.

The lawsuit alleges that certain Kia vehicles (called the "Class Vehicles" and listed below) have a defect that can cause engine seizure, stalling, engine failure, and possibly engine fire, and that some owners and lessees have been improperly denied repairs under the vehicle's warranty. Kia has not been found liable for any claims alleged in the lawsuit. The parties have instead reached a voluntary settlement in order to avoid lengthy litigation and thereby provide relief to Class Members. People who owned or leased Class Vehicles, referred to as "Class Members," might be entitled to compensation if they submit valid and timely claims.

Under the proposed Settlement, and subject to proof, Kia will provide financial and other benefits for certain engine-related repairs and/or engine failures or engine fires.

To qualify for benefits under the Settlement you must have bought or leased a Class Vehicle, which are certain vehicle models originally equipped with or replaced with the respective corresponding genuine multi-port fuel injection ("MPI") or gasoline direct injection ("GDI") engine within Original Equipment Manufacturer ("OEM") specifications listed below:

- 2011–2016 model year Kia Optima Hybrid (HEV) vehicles with a Theta II 2.4-liter MPI engine Hybrid;
- 2017–2020 model year Kia Optima Hybrid (HEV/PHEV) vehicles with a Nu 2.0-liter GDI engine Hybrid;
- 2011–2013 model year Kia Sorento vehicles with a Theta II 2.4-liter MPI engine;
- 2011–2013 model year Kia Sportage vehicles with a Theta II 2.4-liter MPI engine;
- 2010–2013 model year Kia Forte vehicles with a Theta II 2.4-liter MPI engine;
- 2010–2013 model year Kia Forte Koup vehicles with a Theta II 2.4-liter MPI engine;
- 2014–2018 model year Kia Forte vehicles with a Nu 2.0-liter GDI engine;
- 2014–2016 model year Kia Forte Koup vehicles with a Nu 2.0-liter GDI engine;
- 2012–2016 model year Kia Soul vehicles with a Gamma 1.6-liter GDI engine; and
- 2014–2019 model year Kia Soul vehicles with a Nu 2.0-liter GDI engine.

To check whether your vehicle might be a Class Vehicle, you can visit the Settlement website at [LINK] or call [PHONE] and ask whether your vehicle is included in the Settlement. Whether you visit the website or call the toll-free number, you will need to have your Vehicle Identification Number ("VIN") ready.

The benefits under the Settlement are:

- The Settlement extends the Powertrain Limited Warranty to 15 years or 150,000 odometer miles from the date of the vehicle's original retail delivery, whichever comes first, to both original and subsequent owners for damage to the engine short block and long block assembly caused by connecting rod bearing failure (the "Extended Warranty"). **To obtain Extended Warranty benefits, you may need to first complete the Knock Sensor Detection System ("KSDS") update at a Kia dealership (explained further below).** For the 90-day period following final approval of the Settlement, the Extended Warranty also provides a free campaign or recall inspection for any Class Vehicles not yet inspected and within the 15-year or 150,000-odometer-mile period from the date of the vehicle's original retail delivery (whichever comes first), regardless of prior repairs. Service campaigns and recalls are provided free of charge to customers of eligible vehicles. The Settlement also provides loaner vehicles in some instances, subject to dealer availability, or reimbursement or compensation of certain expenses for rental car, ride-sharing, or other transportation expenses for any vehicles that undergo qualifying engine replacement or repair.

- The Settlement provides certain cash reimbursements for qualifying past out-of-pocket repairs and compensation for past and current out-of-pocket repair-related transportation (*e.g.*, rental, ride-share) and towing expenses, as well as for inconvenience due to qualifying engine repair delays while the vehicle was serviced by Kia dealers.

- The Settlement provides certain cash compensation for out-of-pocket transportation (*e.g.*, rental, ride-share) and towing expenses, and for lodging and meal expenses in certain circumstances, if you experienced a qualifying engine failure or engine fire (regardless of whether you obtained a repair afterwards).

- The Settlement provides cash compensation for certain trade-ins and sales of unrepaired vehicles that experienced a qualifying engine failure or fire.

- The Settlement provides compensation for vehicles lost due to qualifying engine fires. In some instances, the Settlement also provides a cash rebate if you lost faith in the vehicle after experiencing engine troubles related to the alleged defect and you purchased another Kia vehicle within a specified timeframe.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a reimbursement or compensation. However, it is not necessary to submit a claim form to benefit from the 15-Year/150,000-Mile Extended Warranty, subject to first installing the KSDS update, if applicable. The deadline to submit a claim for most benefits is [DATE]. Any extension of this date will be posted on the Settlement website.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever file or be part of any pending or future lawsuit against Kia about the legal claims in this case. The deadline to submit a request for exclusion is [DATE].
OBJECT	In order to object to the Settlement, you must remain a member of the lawsuit—you cannot ask to be excluded. You may object to the Settlement by writing to Class Counsel (identified on page [PAGE]) and indicating why you do not like the Settlement. The deadline to object is [DATE].
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. The deadline to challenge the fairness of the Settlement is [DATE].
DO NOTHING	Get no reimbursement or compensation. However, you will receive the 15-Year/150,000-Mile Extended Warranty, subject to first installing the KSDS update, if applicable.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court overseeing this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. The Court approval process may take some time, so please be patient.
- Please visit [LINK] for a copy of this notice in Spanish. Visite [LINK] para obtener una copia de este aviso en español.

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BASIC INFORMATION

1. Why did I get this notice package?

According to Kia's records, you bought or leased a Class Vehicle in the United States (or while abroad on active U.S. military duty).

The Court has ordered this notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit and about your options in that lawsuit before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, Kia will provide payments and other benefits agreed to in the Settlement to the Class Members. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

You should read this entire notice.

2. What are these lawsuits about?

The people who filed these lawsuits are called Plaintiffs, and the companies they sued, including Kia, are called Defendants. The Plaintiffs allege that the Class Vehicles suffer from a defect, related to connecting rod bearing failure, that can cause engine seizure, stalling, engine failure, and engine fire. The Plaintiffs also allege that engine seizure or stalling can be dangerous if experienced. The Plaintiffs also allege that some owners and lessees have been improperly denied repairs under the vehicle's warranty. Kia denies Plaintiffs' allegations.

3. Why is this a class action?

In a class action lawsuit, one or more persons, called "Class Representatives" (in this case Leslie Flaherty, Joanna Caballero, James Carpenter, Sharon Moon, Stanton Vignes, Kesha Franklin Marbury, Christina Roos, James J. Martino, James H. Palmer, John H. Caro, Ashley Gagas, Nicole Thornhill, Janet O'Brien, Robert Buettner, Linda Short, James Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith), sue on behalf of people who have similar claims. All of these people and those similarly situated are a "Settlement Class" or "Class Members." One court resolves the issues for all Class Members, except those who exclude themselves from the Settlement Class. The court in charge of the case is the United States District Court for the Central District of California, and the case is known as *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.). United States District Judge Josephine Staton is presiding over this class action.

4. Why is there a settlement?

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

The Class Representatives and Defendants entered into a Settlement Agreement that was preliminarily approved by the Court, which authorized the issuance of this notice. The Class Representatives and the lawyers representing them (called "Class Counsel") believe that the Settlement is in the best interest of the Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement, along with all exhibits and addenda, sets forth in greater detail the rights and obligations of all the parties and is available at [LINK]. If

there is any conflict between this notice or the claim form and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE SETTLEMENT?

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

Judge Staton decided that, for the purposes of this proposed Settlement, everyone who fits this description is covered by the Settlement: All owners and lessees of a Class Vehicle who purchased or leased the Class Vehicle in the United States, including those that were purchased while the owner was abroad on active U.S. military duty, but excluding those purchased in the U.S. territories and/or abroad.

However, the Class excludes all claims for death, personal injury, property damage, and subrogation.

The Class also excludes Kia; Hyundai Motor America, Inc. and Hyundai Motor Company (together, "Hyundai"); any affiliate, parent, or subsidiary of Hyundai or Kia; any entity in which Hyundai or Kia has a controlling interest; any officer, director, or employee of Hyundai or Kia; any successor or assign of Hyundai or Kia; any judge to whom this Action is assigned, their spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; individuals and/or entities who validly and timely opt-out of the Settlement; consumers or businesses that have purchased Class Vehicles previously deemed a total loss (*e.g.*, salvage) (subject to verification through Carfax or other means); owners or lessees who rent or previously rented the Class Vehicle for use by third-party drivers; individuals and commercial entities engaged in the business of buying, selling, or dealing in motor vehicles (*e.g.*, new and used motor vehicle dealerships); banks, credit unions, or other lienholders; and current or former owners of a Class Vehicle who previously released their claims against Hyundai or Kia with respect to the same issues raised in this class action.

6. Which vehicles are included?

The "Class Vehicles," for the purposes of the description in the response to Question 5 above, are the following certain vehicle models originally equipped with or replaced with the respective corresponding genuine MPI or GDI engine within OEM specifications: 2011–2016 model year Kia Optima Hybrid (HEV) vehicles with a Theta II 2.4-liter MPI Hybrid engine; 2017–2020 model year Kia Optima Hybrid (HEV/PHEV) vehicles with a Nu 2.0-liter GDI Hybrid engine; 2011–2013 model year Kia Sorento vehicles with a Theta II 2.4-liter MPI engine; 2011–2013 model year Kia Sportage vehicles with a Theta II 2.4-liter MPI engine; 2010–2013 model year Kia Forte vehicles with a Theta II 2.4-liter MPI engine; 2010–2013 model year Kia Forte Koup vehicles with a Theta II 2.4-liter MPI engine; 2014–2018 model year Kia Forte vehicles with a Nu 2.0-liter GDI engine; 2014–2016 model year Kia Forte Koup vehicles with a Nu 2.0-liter GDI engine; 2012–2016 model year Kia Soul vehicles with a Gamma 1.6-liter GDI engine; and 2014–2019 model year Kia Soul vehicles with a Nu 2.0-liter GDI engine.

7. If I bought or leased a Class Vehicle that has not had problems, am I included?

Yes. You did NOT have to experience stalling, engine seizure, engine failure, or a vehicle fire to be included in this Settlement. If you still own or lease a Class Vehicle, you are eligible to take advantage of the Settlement's extension of the Powertrain Limited Warranty to 15 years or 150,000 odometer miles from the date of the vehicle's original retail delivery, whichever comes first, for certain types of engine repairs, as well as certain other benefits of the Settlement. **To obtain Extended Warranty benefits, you may need to first complete the KSDS update at a Hyundai dealership (explained further below).**

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

If you are still not sure whether you are included, you can ask for free help. You can visit [LINK] or call [PHONE] and ask whether your vehicle is included in the Settlement. Whether you visit the website or call the toll-free number, you will need to have your 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 Settlement provide?

The Settlement provides the following benefits for which you can submit a claim (see the response to Question 10 for how to make a timely claim using the Claim Form):

1. Warranty Extension

As part of the Settlement, Kia is extending the Powertrain Limited Warranty to a 15-Year/150,000-Mile Limited Warranty from the date of the vehicle's original retail delivery for current and subsequent owners of Kia Class Vehicles. The Extended Warranty will cover damage to the short block assembly, consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons, and the long-block assembly, **that is the causal result of connecting rod bearing failure** in those Class Vehicles owned or leased by individual consumers that occurs within 15 years from the date of the vehicle's original retail delivery or 150,000 odometer miles, whichever comes first.

To obtain Extended Warranty benefits, you will need to have the free KSDS update installed in your vehicle by a Kia dealership BEFORE experiencing an otherwise Qualifying Failure or Qualifying Fire (see below). You are not required to complete the KSDS update to obtain Extended Warranty if your vehicle was previously recalled under NHTSA Recall Numbers 20V750 or 21V844 (which affected 2011–2013 model year Kia Optima Hybrid (HEV) vehicles with a Theta II 2.4-liter MPI Hybrid engine; 2017–2018 model year Kia Optima Hybrid (HEV/PHEV) vehicles with a Nu 2.0-liter GDI Hybrid engine; 2011–2013 model year Kia Sorento vehicles with a Theta II 2.4-liter MPI engine; 2012 model year Kia Sportage vehicles with a Theta II 2.4-liter MPI engine; 2012–2013 model year Kia Forte vehicles with a Theta II 2.4-liter MPI engine; 2012–2013 model year Kia Forte Koup vehicles with a Theta II 2.4-liter MPI engine; 2014–2015 model year Kia Forte vehicles with a Nu 2.0-liter GDI engine; 2014–2015 model year Kia Forte Koup vehicles with a Nu 2.0-liter GDI engine; and 2014–2015 model year Kia Soul vehicles with a Nu 2.0-liter GDI engine). However, if you have not done so already, Kia strongly encourages you to have your local Kia dealership install the KSDS update by [NOTICE DATE + 150], so that you may be eligible for other compensation offered under the Settlement, *e.g.*, rental car, towing, ride-sharing, or other transportation expenses and incidental expenses, where the underlying repair itself is covered under the Extended Warranty. To confirm whether your vehicle has received the KSDS update or for assistance scheduling an appointment, please contact your nearest Kia dealer or Kia's Customer Care Center via https://ksupport.kisausa.com/ConsumerAffairs or by phone at 1-800-333-4542.

With the exception of cases of where Class Members did not timely obtain the KSDS update, if applicable, or cases of "Exceptional Neglect" (defined below), and subject to the existing terms, limitations, and condition of the Class Vehicles' original Powertrain Limited Warranty, the 15-Year/150,000-Mile Limited Warranty from the date of the vehicle's original retail delivery shall persist in its full duration once obtained regardless of any subsequent transfer in ownership or lease of the vehicle. The Extended Warranty is not available to commercial

entities such as used car dealers, franchisees, or automobile auction houses, but will still be transferable to subsequent owners.

The Extended Warranty covers all costs of inspections and repairs including, parts, labor, and diagnosis, for the engine short block assembly and long block assembly caused by connecting rod bearing failure. Class Members are suggested to retain all vehicle maintenance records, and, if Kia believes there may be Exceptional Neglect, you may be required to provide records for vehicle maintenance performed to receive Extended Warranty repairs.

Coverage under the Extended Warranty may be denied for Exceptional Neglect. Exceptional Neglect means when (i) Defendants or their dealers suspect the engine evidences a lack of maintenance or care (*i.e.*, outside of factory maintenance and care specifications) based on an inspection of the physical condition of the engine that shows unacceptable lacquering, varnish, or sludge and (ii) service records demonstrate unacceptable gaps in regular oil changes.

You will have the opportunity to provide service records to Kia if Exceptional Neglect is suspected. Based on the records that you submit, records from dealers, and records from Carfax (or similar reputable third parties), there are unacceptable gaps in regular oil changes if, since original delivery, the Class Vehicle has one oil change gap of greater than 10,500 miles or 14 months, or was previously diagnosed with excessive oil consumption issues **AND** the Class Vehicle was not repaired to address such issues within 30 days or 1,000 miles, whichever comes first, subsequent to any completed oil consumption testing and confirmed diagnosis. If you experienced a Qualifying Failure or Qualifying Fire within your vehicle's first 15,000 miles, however, you will not be barred from receiving Extended Warranty coverage regardless of any oil change gaps.

As part of the Settlement, Kia will provide a free inspection for up to 90 days after the Notice Date for any vehicle that did not receive an inspection under at least one of the KSDS update campaigns or recalls if it is still within the 15-year or 150,000-mile period from the date of the vehicle's original retail delivery, whichever comes first.

Depending on loaner availability, Kia dealerships will also provide a free loaner vehicle of comparable value **if requested** and until repairs are completed. If no loaner vehicle is available, Kia will provide compensation of reasonable rental car, ride-share, or transportation expenses up to a maximum of $80 per day. (See below for how to make a claim for transportation reimbursements.)

You do **NOT** need to submit a Claim Form to receive this extension of the Powertrain Limited Warranty for the engine short block assembly or long block assembly under this Settlement.

2. Reimbursement for Past Repairs

Under the Settlement, Kia will reimburse you in full for money you spent on Qualifying Repairs that occurred before [NOTICE DATE] if the vehicle was within 15 years from the date of original retail delivery or 150,000 odometer miles, whichever came first. In certain instances, you may receive an additional $150 goodwill payment and/or inconvenience payment based on the following requirements:

(a) TYPES OF "QUALIFYING REPAIRS"

- "Qualifying Repairs" refers to any repairs performed to address hole-in-block symptoms (*i.e.*, the connecting rod punctures a hole in the engine block), engine seizure (unrelated to pre-existing oil consumption issues), or engine fire (see "Qualifying Fire").

- If the repair was completed at an authorized Kia dealership, "Qualifying Repairs" also include any repairs to address symptoms associated with connecting rod bearing failure where the vehicles

received a diagnosis of (1) abnormal bearing noise, (2) stall caused by seizure with a failed bearing clearance test, or (3) P1326 warning light.

- "Qualifying Repairs" does not include repairs caused by a collision involving a Class Vehicle, unless the collision was directly caused by a Qualifying Failure or Qualifying Fire. "Qualifying Repairs" also does not include any repairs that were plainly unrelated to engine short block manufacturing issues (for example, a stall caused directly by a timing chain, fuel pump, oxygen sensor, turbocharger, or the electrical system) or where an investigation or inspection revealed an unrelated cause (for example, oil consumption issues that are not the causal result of connecting rod bearing failure).

- "Exceptional Neglect" may also exclude an otherwise Qualifying Repair if (i) an evaluation of available service records and/or submitted documentation suggests a lack of maintenance or care (*i.e.*, outside of factory maintenance and care specifications), *e.g.*, a repair order or service records noting engine oil sludge, engine coolant in oil, oil that smells burnt, an old oil filter (noted to be on the engine for greater than 20,000 miles), very low levels of drained oil, or other similar indicia of neglect, and (ii) service records demonstrate unacceptable gaps in regular oil changes.

- You will have the opportunity to provide service records to Kia if Exceptional Neglect is suspected. Based on the records that you submit, records from dealers, and records from Carfax (or similar reputable third parties), there are unacceptable gaps in regular oil changes if, since original delivery, the Class Vehicle has one oil change gap of greater than 10,500 miles or greater than 14 months, or was previously diagnosed with excessive oil consumption issues but the Class Vehicle was not repaired to address such issues within 30 days or 1,000 miles, whichever comes first, subsequent to any completed oil consumption testing and confirmed diagnosis. If the Qualifying Repair occurred within your vehicle's first 15,000 miles, however, Exceptional Neglect will not bar you from obtaining reimbursement for the past repair of the Qualifying Repair.

(b) GOODWILL PAYMENT FOR PREVIOUSLY DENIED WARRANTY REPAIRS

- If before [NOTICE DATE], you presented a Qualifying Repair to a Kia dealership and were denied an in-warranty repair and subsequently obtained the Qualifying Repair elsewhere, you are eligible to receive an additional $150 goodwill payment. The denial of warranty repair must be documented contemporaneously in repair orders or communications to Kia or its representatives.

* * *

Class Members are eligible for a reimbursement even if warranty coverage was denied on grounds of improper service or maintenance (excepting limited Exceptional Neglect circumstances), and even if the repairs were performed at an independent mechanic shop as long as it is a business entity with a business address, a working phone number, and online reviews (all subject to verification).

3. Compensation for Repair-Related Transportation and Towing Expenses

Money you spent on rental cars, ride-shares, or similar transportation services will be reimbursed for up to a maximum of $80 per day, and towing services will be reimbursed in full as long as these expenses are reasonably related to obtaining a Qualifying Repair (see above) performed on a Class Vehicle within 15 years from the date of original retail delivery or 150,000 odometer miles, whichever comes first. A Qualifying Repair that begins after [NOTICE DATE] must be from a Kia dealership. You must have completed the KSDS update on your Class Vehicle if the Qualifying Repair begins after [NOTICE DATE + 150] to be eligible for this reimbursement. Reimbursement for these expenses is limited to no more than fifteen (15) business days before delivery of the

vehicle to the dealership or third-party repair facility for the Qualifying Repair and up to three (3) business days after Class Member was notified that their vehicle was ready to be picked up.

4. Inconvenience Due to Repair Delays

You may be entitled to compensation based on the length of the delay if you experienced prolonged delays (exceeding 60 days) obtaining a Qualifying Repair performed by an authorized Kia dealer on a Class Vehicle within 15 years from the date of original retail delivery or 150,000 miles, whichever comes first. You must have completed the KSDS update on your Class Vehicle if the Qualifying Repair begins after [NOTICE DATE + 150] to be eligible for this compensation.

If you had delays between 61 and 180 days, you will be entitled to $75. For delays of 181 days or more, you are entitled to $100, plus $100 for each additional 30-day period of delay (*i.e.*, $100 total for delays of 181–210 days, $200 total for delays of 211–240 days, $300 total for delays of 241–270 days, and so forth).

A class member may elect to receive this compensation in the form of a dealer service card valued at 150% of the amount that would otherwise be paid. The dealer service card may only be used at an authorized Kia dealer in payment towards any merchandise, parts, or service.

5. Incidentals for Qualifying Failure or Qualifying Fire

Money you spent on reasonable towing services will be reimbursed in full if you experience a Qualifying Failure or Qualifying Fire **within 150 miles of your home**, within 15 years from the date of the vehicle's original retail delivery or 150,000 miles, whichever comes first. If the Qualifying Failure or Qualifying Fire occurred within 150 miles of your home, you can get reimbursed for up to $125 for actual transportation expenses incurred on the day of Qualifying Failure or Qualifying Fire. If the Qualifying Failure or Qualifying Fire occurred **more than 150 miles away from your home**, you can get reimbursed for a maximum of three (3) days of up to $300 for the first day, up to $200 for the second day, and up to $100 for the third day for transportation, lodging, and reasonable meal expenses.

"QUALIFYING FAILURES" AND "QUALIFYING FIRES"

For future Qualifying Failures and Qualifying Fires occurring after [NOTICE DATE + 150], you must have completed the KSDS update on your Class Vehicle by [NOTICE DATE + 150] to be eligible for this compensation.

"Qualifying Failure" refers to an engine seizure, engine stall, or other vehicle incident short of an engine compartment fire that would otherwise be addressed by a Qualifying Repair (see above). "Qualifying Fire" refers to an engine compartment fire that would otherwise be addressed by a Qualifying Repair (see above).

An engine failure is not a Qualifying Failure and an engine fire is not a Qualifying Fire if unrelated to the engine short block manufacturing issues as it relates to connecting rod bearing failure or if an investigation or inspection revealed an unrelated cause. An engine failure or engine fire does not qualify where documentation shows the Class Vehicle was previously involved in a moderate to severe front-end collision (see the Settlement Agreement for further details) prior to the otherwise Qualifying Failure or Qualifying Fire.

"Exceptional Neglect" may also exclude an otherwise Qualifying Repair or Qualifying Fire if (i) an evaluation of available service records and/or submitted documentation suggests a lack of maintenance or care (*i.e.*, outside of factory maintenance and care specifications), *e.g.*, a repair order or service records noting engine oil sludge, engine coolant in oil, oil that smells burnt, an old oil filter (noted to be on the engine for greater than 20,000

miles), very low levels of drained oil, or other similar indicia of neglect, and (ii) service records demonstrate unacceptable gaps in regular oil changes.

You will have the opportunity to provide service records to Kia if Exceptional Neglect is suspected. Based on the records that you submit, records from dealers, and Carfax (or similar reputable third parties), there are unacceptable gaps in regular oil changes if, since original delivery, the Class Vehicle has one oil change gap of greater than 10,500 miles or greater than 14 months, or was previously diagnosed with excessive oil consumption issues but the Class Vehicle was not repaired to address such issues within 30 days or 1,000 miles, whichever comes first, subsequent to any completed oil consumption testing and confirmed diagnosis. If the Qualifying Repair occurred within your vehicle's first 15,000 miles, however, Exceptional Neglect will not bar you from obtaining reimbursement for the past repair of the Qualifying Repair.

6. Compensation If You Sold or Traded In a Class Vehicle in Certain Circumstances

If your Class Vehicle (i) experienced a Qualifying Failure or Qualifying Fire (see above) within 15 years from the date of original retail delivery or 150,000 odometer miles, whichever came first, and before [NOTICE DATE], *and* (ii) you sold or traded in the Class Vehicle without first getting it repaired, you may receive compensation for any resulting effect on fair market value of the Class Vehicle received in the sale or trade. You may also receive an additional goodwill payment of $150.00. The amount of compensation will be based on the baseline Black Book value of the vehicle minus the actual amount received from the sale or trade-in transaction as a whole (among other considerations).

7. Compensation for Vehicle Involved in a Qualifying Fire

If your Class Vehicle suffered or suffers a Qualifying Fire (see above) within 15 years from the date of original retail delivery or 150,000 odometer miles, whichever comes first, you may receive compensation for the value of the vehicle, and an additional $150 goodwill payment. If the Qualifying Fire occurs after [NOTICE DATE + 150], you must have completed the KSDS update on your Class Vehicle by [NOTICE DATE + 150] to be eligible for this compensation. The amount of compensation will be based on the maximum Black Book value of the vehicle minus any value received for the vehicle (*e.g.*, through insurance).

8. Qualifying Failure or Qualifying Fire Rebate Program

You may be entitled to a rebate payment if after [NOTICE DATE] (i) you lost faith in your Class Vehicle as a result of a Qualifying Failure or Qualifying Fire (see above) occurring within 15 years from the date of the vehicle's original retail delivery or 150,000 odometer miles, whichever came first, (ii) you sold your vehicle as result, and (iii) you purchase a replacement Kia vehicle from an authorized Kia dealership. If the Qualifying Failure or Qualifying Fire occurs after [NOTICE DATE + 150], you must have completed the KSDS update on your Class Vehicle by [NOTICE DATE + 150] to be eligible for this rebate payment.

The rebate is based on the difference between the value you received at trade-in or sale and the maximum Black Book value (*i.e.*, private party/very good) of the Class Vehicle at the time of the relevant KSDS update campaign launch for the Class Vehicle, irrespective of any underlying vehicle loans, up to the following amounts: for model year 2010, 2011, and 2012 Class Vehicles $2,500; for model year 2013 and 2014 Class Vehicles $2,000; for model year 2015 and 2016 Class Vehicles $1,500, and for model year 2017, 2018, 2019, and 2020 model year Class Vehicles $1,000.

9. Informational Pamphlet

The Settlement provides that Kia will distribute an informational pamphlet to Class Members that provides further recommended guidance on the maintenance of the engines in the Class Vehicles and that reminds Class Members of the available inspections and repairs. We suggest you keep the pamphlet in the vehicle at all times.

HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM

10. How do I make a claim?

- Fill out the Claim Form (paper or online), and
- Include the documentation specified on the Claim Form, and
- Submit online, by mail, or email the Claim Form to the address listed on the Claim Form, and
- Do so by [DATE] (any extension of that date will be posted on the Settlement website), unless your claim relates to a Qualifying Repair, Qualifying Failure, or Qualifying Fire that occurs after [NOTICE DATE], in which case you have 90 days from the date those costs were incurred or from the date you experienced the Qualifying Failure or Qualifying Fire.

Kia encourages you to submit your Claim Form online, but you may download and then print a Claim Form by visiting [LINK] or you may request a Claim Form be mailed to you through [LINK] or by calling [PHONE]. Please keep a copy of your completed Claim Form and all documentation you submit for your own records.

If you fail to submit a Claim Form and supporting documents by the required deadline, you will not get paid. Sending in a Claim Form late will be the same as doing nothing. Please **DO NOT** send Claim Forms to Class Counsel or the Court.

11. What kind of documentation do I need to include when submitting my Claim Form?

In addition to a completed Claim Form, you will need to submit supporting documentation. For benefits relating to a Qualifying Repair, this generally includes at least (i) proof that you owned or leased your Class Vehicle; (ii) proof that the Qualifying Repair actually occurred, like a repair order; (iii) proof you paid for the Qualifying Repair and any other repair-related expenses; and (iv) related insurance paperwork if any. If you received the Qualifying Repair at a Kia dealership, you are strongly encouraged to submit repair orders, their communications with the dealership, and any other documentation related to the Qualifying Repair, so that Kia can take any necessary steps to acquire additional information that may be needed to assist with approving the claim.

For benefits that do not require you to get a Qualifying Repair, you will similarly need to submit (i) proof that you owned or leased your Class Vehicle; (ii) proof that a Qualifying Failure or Qualifying Fire actually occurred, like a police report and/or insurance paperwork; (iii) proof you paid for expenses incurred as a result; and (iv) if applicable, proof of sale or trade-in and value received for the sale or trade-in of your vehicle.

Proof that you incurred an expense may be different from proof that you paid for it. For example, while an invoice may show that you were charged for a repair, you will also need to provide a credit card receipt, credit card statement, bank statement, cleared check, or other documents to show that you actually paid for it. The only circumstance in which attesting (swearing under oath) on your Claim Form that you paid for something in cash counts as proof of payment is if you paid cash for a repair done at an authorized Kia dealership.

12. When would I get my reimbursement?

In general, valid claims will be paid as they are approved, **after** the Effective Date. If there are no objections or appeals, the Effective Date for the Settlement will be the date of the Court's Order giving final approval to the Settlement. **Payments under the Settlement will begin once the Settlement has been finally approved by the Court and any appeals from that decision are completed.** If there are objections or appeals, the date will be later. When the date becomes known it will be posted at [LINK].

The Hon. Josephine Staton, U.S. District Court Judge, will hold a Fairness Hearing at [TIME] on [DATE] in Courtroom 8A on the 8th Floor at the U.S. District Court for the Central District of California, First Street U.S. Courthouse, 350 West 1st St., Los Angeles, CA 90012, to decide whether to approve the Settlement. The hearing may be rescheduled without further notice to you, so it is recommended you periodically check [LINK] for updated information. If the Court approves the Settlement, there may be appeals afterwards. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

You may continue to check on the progress of the Settlement by visiting [LINK] or calling [PHONE].

13. What if my claim is found to be deficient?

If a claim is found to be deficient and is rejected during the review process by the Settlement Administrator, the Class Member will be notified of the deficiency in writing. The Settlement Class Member will then have an opportunity to remedy the deficiency within 45 days of the written notice.

Kia will then send you a final determination of how much it will reimburse you. If you are unhappy with the final determination, you must write to Kia by mail within 30 days from the postmark date of your final determination letter or email to state that you elect arbitration through the Better Business Bureau ("BBB"). At that point, you and Kia will have up to 30 days to resolve the dispute before you can go to the BBB.

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

Unless you exclude yourself in writing as described in the answer to Question 15, you will be treated as part of the Settlement Class, and that means that **you cannot sue, continue to sue, or be part of any other lawsuit against Kia,** or other related entities or individuals (listed in the Settlement Agreement, which you can view at [LINK]) about the legal issues in *this* case if the Settlement is approved, including but not limited to claims of false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust enrichment, strict product liability, and negligence arising from the defect alleged in this case. You will not be able to sue even on existing claims that you may already hold against Kia, or other related entities or individuals listed in the Settlement Agreement. It also means that all the Court's orders will apply to you and legally bind you.

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

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 VI of the Settlement Agreement (available at [LINK]) or you can contact the lawyers representing the Settlement Class (listed below) for free or speak with your own lawyer at your own expense.

Matthew D. Schelkopf Sauder Schelkopf LLC 1109 Lancaster Avenue Berwyn, Pennsylvania 19312 mds@sstriallawyers.com	Steve W. Berman Hagens Berman Sobol Shapiro LLP 1301 Second Avenue Suite 2000 Seattle, WA 98101 steve@hbsslaw.com	Gretchen Freeman Cappio Keller Rohrback L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101 gcappio@kellerrohrback.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the benefits or reimbursements provided in this Settlement, and you want to keep the right to sue or continue to sue Kia or other related entities or individuals, on your own and at your own expense, about the legal issues in this case, including for any existing claims you may currently have, then you must take steps to get out of the Settlement Class. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by U.S. mail (or an express mail carrier) saying that you want to "opt-out of" or "be excluded from" the Class Settlement in *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.). Be sure to include (i) your full name and current address, (ii) the model year, exact or approximate date(s) of purchase or lease, Vehicle Identification Number ("VIN") of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield), and (iii) a clear statement saying you wish to be excluded from the Settlement and the Class. You must mail your exclusion request no later than [DATE] to:

Defense Counsel
Shon Morgan Quinn Emanuel Urquhart & Sullivan, LLP 865 S. Figueroa St., 10th Floor Los Angeles, California 90017

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

If you ask to be excluded, you cannot receive any benefits under this Settlement, and you cannot object to the Settlement. If you choose to be excluded or opt out, you will be excluded for all claims you have that are included in the Settlement. You will not be legally bound by anything that happens in this lawsuit. Depending on the laws in your state, you may be able to sue (or continue to sue) Kia, or other related entities or individuals in the future about the legal issues in this case.

Any repairs performed on your Class Vehicle under the 15-Year/150,000-Mile Extended Warranty (from the date of the vehicle's original retail delivery) before [NOTICE DATE] shall preclude you from excluding yourself from the Class.

16. If I do not exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself (opting 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 related entities, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit if it concerns the same legal issues related to the Class Vehicles and the alleged defect in this case, even if it involves other causes of action, including but not limited to, false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust enrichment, strict product liability, and negligence. Remember, the exclusion deadline is [DATE].

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Defendants over the issues in this lawsuit.

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

No. If you exclude yourself, do not send in a Claim Form to ask for any reimbursement. 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.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Court has appointed Matthew D. Schelkopf of Sauder Schelkopf LLC, Steve W. Berman of Hagens Berman Sobol Shapiro LLP, and Gretchen Freeman Cappio of Keller Rohrback L.L.P., to represent you and other Class Members. Together, these lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own cost. Please **DO NOT** send Claim Forms to Class Counsel or the Court.

19. How will the lawyers be paid and will the Class representatives receive service payments?

At a later date, Class Counsel will ask the Court to award attorneys' fees, expenses, and service payments to each of the named Class Representatives: Leslie Flaherty, Joanna Caballero, James Carpenter, Sharon Moon, Stanton Vignes, Kesha Franklin Marbury, Christina Roos, James J. Martino, James H. Palmer, John H. Caro, Ashley Gagas, Nicole Thornhill, Janet O'Brien, Robert Buettner, Linda Short, James Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith. It will be up to the Court to decide whether Defendants will be ordered to pay any of those fees, expenses, and service payments. The Court may award less than the amounts requested by Class Counsel. Defendants will separately pay the fees and expenses and service payments that the Court awards. These amounts will not come out of the funds for payments to Class Members. Class Counsel will not seek more than $12,000,000 in fees and expenses or a service award exceeding $5,000 to each Class Representative who was deposed in this lawsuit and $3,500 to each Class Representative who was not deposed in this lawsuit. Class Counsel will file their motion for attorneys' fees and expenses by [DATE]. You may continue to check on the progress of Class Counsel's request for attorneys' fees, expenses, and service awards by visiting [LINK].

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 Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with all or part of the Settlement.

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

If you are a member of the Settlement Class and do not like the Settlement, you can object to all or part of the Settlement. You can give reasons you think the Court should not approve it. The Court will consider your views.

To object, you must mail a letter saying that you object to the addresses below:

Matthew D. Schelkopf Sauder Schelkopf LLC 1109 Lancaster Avenue Berwyn, Pennsylvania 19312	Steve W. Berman Hagens Berman Sobol Shapiro LLP 1301 Second Avenue Suite 2000 Seattle, WA 98101	Gretchen Freeman Cappio Keller Rohrback L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101

Your objection letter must include:

1) The name and title of the lawsuit, *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.);
2) A detailed written statement of each objection being made, including the specific reasons for each objection, and any evidence or legal authority to support each objection;
3) Your full name, address, and telephone number;
4) The model year and VIN of your Class Vehicle;
5) A statement disclosing whether you or your lawyer will ask to appear at the Fairness Hearing to talk about your objections, and if so, how much time you will need to present your objections;
6) Any supporting papers, materials, exhibits, or briefs that you want the Court to consider when reviewing the objection;
7) The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to your objection;
8) The number of times in which you, your counsel (if any), or your counsel's law firm (if any) have objected to a class action settlement within the five years preceding the date that you file the objection and the caption (name, case number, and court) of each case in which such objection was made;
9) A statement disclosing any consideration that you, your counsel (if any), or your counsel's law firm (if any) has received in connection with the resolution or dismissal of an objection to a class action settlement within the five years preceding the date that you file the objection; and
10) Your signature and that of your attorney, if you have one.

Submitting an objection allows Class Counsel or counsel for Defendants to notice your deposition and to seek any documentary evidence or other tangible things that are relevant to your objection. Failure to make yourself available for such a deposition or comply with expedited discovery requests may result in the Court striking your objection or denying you the opportunity to be heard. The Court may require you or your counsel to pay the costs of any such discovery should the Court determine the objection is frivolous or made for improper purpose.

Objections must be sent by first class mail to each of the above addresses and postmarked no later than [DATE]. Objections submitted after this date will not be considered.

If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the final approval hearing.

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, subject to the requirements above, but you do not have to.

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

The Court will hold a Fairness Hearing at [TIME] on [DATE] in Courtroom 8A on the 8th Floor at the U.S. District Court for the Central District of California, First Street U.S. Courthouse, 350 West 1st St., Los Angeles, CA 90012, to decide whether to approve the Settlement. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and whether to approve the Class Representatives' service awards. After the hearing, the Court will decide whether to finally approve the Settlement. We do not know how long these decisions will take.

The hearing may be rescheduled without further notice to you, so it is recommended you periodically check [LINK] for updated information.

23. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions Judge Staton may have. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

24. May I speak at the Fairness Hearing?

You may ask the Court's permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.)" or state in your objections that you intend to appear at the hearing. Be sure to include your name, address, telephone number, the model year and VIN for your Class Vehicle(s), and signature, as well as the identities of any attorneys who will represent you. Your Notice of Intention to Appear must be postmarked no later than [DATE], and be sent to Defense Counsel and Class Counsel, at the following addresses:

Defense Counsel	Class Counsel
Shon Morgan Quinn Emanuel Urquhart & Sullivan, LLP 865 S. Figueroa St., 10th Floor Los Angeles, California 90017	Matthew D. Schelkopf Sauder Schelkopf LLC 1109 Lancaster Avenue Berwyn, Pennsylvania 19312

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you do nothing, you will not receive any reimbursements or compensation from this Settlement. However, you will be entitled to the benefits of the 15-Year/150,000-Year Extended Warranty from the date of the vehicle's original retail delivery (if you continue to own or lease your Class Vehicle). **As explained above, to obtain Extended Warranty benefits, you may need to first complete the KSDS update at a Kia dealership.** But, unless you exclude yourself, you will not 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, ever again.

This Settlement will not affect your right to sue Defendants for any claims not resolved by the Settlement, regardless of whether or not you exclude yourself from the Settlement.

GETTING MORE INFORMATION

26. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at [LINK].

Neither Defendants nor Class Counsel make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

27. How do I get more information?

You can call [PHONE] toll free or visit [LINK], where you will find information and documents about the Settlement, a Claim Form, plus other information. You may also contact Class Counsel listed in response to Question 14.

All papers filed in this action are also available for review via the Public Access to Court Electronic Resources System (PACER), available online at http://www.pacer.gov.

Other than a request to review the Court's files at the Clerk of the Court's Office, please do not contact the Clerk of the Court or the Judge with questions.

EXHIBIT C

Claims can be submitted electronically at [LINK].

Hyundai Settlement Administrator
[INSERT]

HYUNDAI CLAIM FORM – Five Steps to Make a Claim

In re: Hyundai and Kia Engine Litigation II, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.)

*You must submit this Claim by **[DATE]** (any extension of that date will be posted on the Settlement website), or, for Qualifying Repairs, Qualifying Failures, and/or Qualifying Fires after [NOTICE DATE], no later than 90 days after the engine repair, failure, or fire occurred. See below at page 2 and [LINK] for an explanation of what qualifies.*

[1] CONTACT INFORMATION: Please provide the information in the spaces below:

First Name: MI Last Name:

Business Name (if applicable):

Address 1:

Address 2:

City: State:

ZIP Code: -

ADDITIONAL CONTACT INFORMATION (*Optional*): Please provide your email address and phone number:

Email:

Phone: - -

If you choose to provide your email address, Hyundai's Settlement Administrator may contact you about the Settlement by email. If not, Hyundai's Settlement Administrator will contact you about the Settlement at the postal address above.

For more information, please view the Class Notice, visit [LINK], or call Hyundai's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

[2] VEHICLE INFORMATION: Provide your Vehicle Identification Number ("VIN") and the vehicle's current odometer mileage below. 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.

VIN: | | | | | | | | | | | | | | | | |

Current Odometer Mileage: | | | | | | |

In the boxes below, provide both the date and the vehicle's odometer mileage at the time you experienced a Qualifying Failure or Qualifying Fire. To obtain certain Settlement benefits, you must have obtained a Qualifying Repair, as explained in the Class Notice, which refers to (1) any repairs to fix engine hole-in-block scenarios (*i.e.*, the connecting rod punctures a hole in the engine block), (2) engine seizure (unrelated to pre-existing oil consumption issues), or (3) engine compartment fire (see Qualifying Fire). For repairs completed at Hyundai dealerships, Qualifying Repair will also cover work performed to address symptoms associated with connecting rod bearing failure where the vehicle received a diagnosis of (i) abnormal bearing noise in accordance with Hyundai's inspection protocols, (ii) stall was caused by engine seizure with a failed bearing clearance test, or (iii) P1326 warning light. Even if you did not complete a Qualifying Repair, you may still be entitled to receive some Settlement benefits for a Qualifying Failure or a Qualifying Fire. Qualifying Failure refers to an engine stall or other vehicle incident, caused by engine hole-in-block scenarios or engine seizure. Qualifying Fire refers to an engine compartment fire caused by engine hole-in-block scenarios or engine seizure. *An engine failure is not a Qualifying Failure and an engine compartment fire is not a Qualifying Fire if not caused by engine short block manufacturing issues (examples of issues not covered under the settlement include a fire caused by a collision, electrical, or fuel issues, or a stall caused by a fuel pump, oxygen sensor, timing, or electrical system malfunction do not qualify). Please visit [LINK] to learn more.*

Check if you experienced a: ☐ Qualifying Failure OR ☐ Qualifying Fire

Odometer Mileage at the time of the Qualifying Failure or Qualifying Fire: | | | | | | |

Date the Qualifying Failure or Qualifying Fire Occurred: | | - | | - | | | | |
MM DD YYYY

[3] REIMBURSEMENT ELECTIONS: Indicate the nature of the reimbursement(s) you are claiming and the total amount of reimbursement you are requesting, and enclose the required documents. NOTE: More than one type of reimbursement may apply to you.

☐ I AM REQUESTING REIMBURSEMENT FOR QUALIFYING REPAIRS PERFORMED ON OR BEFORE [NOTICE DATE] **AT AN AUTHORIZED HYUNDAI DEALERSHIP** WITHIN 15 YEARS OR 150,000 ODOMETER MILES FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims for this benefit must be submitted no later than [DATE].

[A] Provide the total amount of Qualifying Repair costs for which you are requesting reimbursement:

$ | | | | | | . | |

[B] Provide the following to assist with locating repair order information necessary to process your claim:

For more information, please view the Class Notice, visit [LINK], or call Hyundai's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

Hyundai Dealership Name:

City: State:

Repair Start Date: MM - DD - YYYY

Repair End Date: MM - DD - YYYY

[C] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you owned or leased the vehicle that was repaired;
2. Proof of Qualifying Repair: Hyundai strongly encourages you to provide copies of the repair invoice or other documents that describe the work performed, the date, and amount paid for the Qualifying Repair(s) you received on or before the [NOTICE DATE];
3. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, receipt from the dealership, **OR** other document showing the amount that you paid for the Qualifying Repair(s). If you had the Qualifying Repair(s) performed at a Hyundai dealership **AND** paid in cash but do not have a cash payment receipt, please provide a valid corresponding final repair order and complete the attestation under penalty of perjury below that you do not have a cash payment receipt from the dealership; and
4. Prior Reimbursement: If you previously received **any** reimbursement in connection with the Qualifying Repair(s), you must provide documentation of this with your Claim, for example, insurance documents or prior campaign reimbursement and/or customer satisfaction payments.

If you are requesting reimbursement for more than one Qualifying Repair, or the Qualifying Repair for which you are seeking reimbursement was performed at more than one Hyundai dealership, please provide the information requested above on a separate sheet of paper and include it with your Claim Form along with the required documentation.

☐ I AM REQUESTING REIMBURSEMENT FOR QUALIFYING REPAIRS PERFORMED ON OR BEFORE [NOTICE DATE] AT A **THIRD-PARTY REPAIR FACILITY (UNRELATED TO HYUNDAI)** WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims for this benefit must be submitted no later than [DATE].

[A] Provide the total amount of Qualifying Repair costs for which you are requesting reimbursement:

$.

[B] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you own or lease the vehicle that was repaired;
2. Proof of Qualifying Repair: A repair invoice or document generated at or around the time of repair that shows what Qualifying Repair(s) you received, the name and contact information of the business that repaired your vehicle, the amount paid, and the date of the Qualifying Repair(s);

Claims can be submitted electronically at [LINK].

3. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, **OR** other document showing the amount that you paid for the Qualifying Repair(s) (NOTE: Cash payments for repairs completed at independent repair facilities (unrelated to Hyundai) are not reimbursable); and
4. Prior Reimbursement: If you previously received **any** reimbursement in connection with the Qualifying Repair(s), you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments.

☐ I AM REQUESTING THE $150 GOODWILL PAYMENT FOR QUALIFYING REPAIRS THAT WERE PREVIOUSLY DENIED WARRANTY COVERAGE ON OR BEFORE [NOTICE DATE] BY A HYUNDAI DEALERSHIP WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST, AND HAD TO GET MY VEHICLE REPAIRED ELSEWHERE.

Claims for this benefit must be submitted no later than [DATE].

[A] Provide the name and location of the dealership that denied you the warranty coverage for a Qualifying Repair and the approximate date you were denied the repair:

Hyundai Dealership Name:

City: State:

Denial Date: MM - DD - YYYY

[B] **Required Documentation:** Enclose any repair orders, emails, letters, or other written communications between you and the dealership and/or Hyundai Motor America showing that you were denied warranty coverage for a Qualifying Repair.

☐ I AM REQUESTING COMPENSATION FOR OUT-OF-POCKET TRANSPORTATION EXPENSES (*E.G.*, RENTAL CAR, RIDE-SHARE) OF UP TO $80/DAY (MAXIMUM COMPENSATION) AND/OR TOWING COSTS IN FULL THAT WERE REASONABLY RELATED TO OBTAINING QUALIFYING REPAIRS THAT OCCURRED WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims under this benefit must be submitted by [DATE] for a Qualifying Repair on or before [NOTICE DATE], or, for a Qualifying Repair after [NOTICE DATE], within 90 days of either the date on which the expenses were incurred or the date the expenses were paid, whichever is later.

- Your expenses must have been incurred within 15 business days before your Qualifying Repair began and within 3 business days after completion of the Qualifying Repair to be eligible for compensation.
- For purposes of this claim, your transportation expenses may have been more than $80/day, but the maximum daily compensation under the Settlement is capped at $80/day.

[A] Provide the following information:

Transportation: Check one or more of the boxes below showing what kind of actual transportation expenses you incurred in relation to the Qualifying Repair and provide the total amount you spent on these transportation expenses for which you are requesting compensation (up to a maximum of $80/day):

Claims can be submitted electronically at [LINK].

☐ Rental Car ☐ Ride-Share ☐ Other Transportation $ ☐☐☐☐ . ☐☐

Towing: Check the box below if you incurred towing expenses in relation to the Qualifying Repair and provide the total amount you spent on towing for which you are requesting reimbursement:

☐ Towing $ ☐☐☐☐ . ☐☐

[B] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you own or lease the vehicle that was repaired;
2. Proof of Expense(s) Incurred: A receipt, final rental agreement, or other document showing final expenses paid to a verified business entity (*e.g.*, a rental car, ride-sharing trip(s), or towing service) and date(s) of your purchase(s);
3. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, **OR** other document showing the amount that you paid for the transportation or towing(s);
4. Prior Reimbursement: If you previously received **any** reimbursement for the transportation or towing, you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments; and
5. Proof of Qualifying Repair: A repair invoice or document that shows the nature of the corresponding Qualifying Repair(s) you received, the amount paid, the name and contact information of the business that repaired your vehicle, and the date of the Qualifying Repair(s). If the corresponding Qualifying Repair was performed at a Hyundai dealership, Hyundai will attempt to obtain that information to process your claim, but you are strongly encouraged to provide a copy of the supporting repair documents to avoid delays.

☐ I AM REQUESTING COMPENSATION FOR INCONVENIENCE DUE TO QUALIFYING REPAIR DELAYS EXCEEDING 60 DAYS FOR QUALIFYING REPAIRS PERFORMED **BY A HYUNDAI DEALERSHIP** THAT OCCURRED WITHIN 15 YEARS OR 150,000 ODOMETER MILES FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims under this benefit must be submitted by [DATE] for a Qualifying Repair on or before [NOTICE DATE], or, for a Qualifying Repair after [NOTICE DATE], within 90 days of when the Qualifying Repair was completed.

[A] Provide the following information regarding the dates of your Qualifying Repair at a Hyundai dealership, and, to assist with locating repair order information necessary to process your claim, details regarding the Hyundai dealership that provided the Qualifying Repair:

Repair Start Date: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Repair End Date: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Hyundai Dealership Name:

☐☐☐☐

Claims can be submitted electronically at [LINK].

☐ I AM REQUESTING A CASH PAYMENT. (If your Qualifying Repair took between 61 and 180 days, you will be entitled to $75. If your Qualifying Repair took more than 181 days, you will be entitled to $100, plus an additional $100 for each additional 30-day period after 210 days).

OR

☐ I AM REQUESTING A DEALER SERVICE CARD FOR 150% OF THE CASH PAYMENT THAT I WOULD OTHERWISE BE ENTITLED TO FOR THIS BENEFIT.

[C] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you own or lease the vehicle that was repaired;
2. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, receipt from the dealership, **OR** other document showing the amount that you paid for the Qualifying Repair(s);
3. Prior Reimbursement: If you previously received **any** reimbursement in connection with the Qualifying Repair(s), you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments; and
4. Proof of Qualifying Repair: A repair order **OR** other document identifying the start and end of your corresponding Qualifying Repair.

☐ I AM REQUESTING COMPENSATION FOR TRANSPORTATION BECAUSE I EXPERIENCED A QUALIFYING FAILURE OR QUALIFYING FIRE THAT OCCURRED **WITHIN 150 MILES FROM MY HOME** AND ALSO WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims under this benefit must be submitted by [DATE] for a Qualifying Failure or Qualifying Fire on or before [NOTICE DATE], or, for a Qualifying Failure or Qualifying Fire after [NOTICE DATE], within 90 days of either the date on which the expenses were incurred or the date the expenses were paid, whichever is later.

- If the Qualifying Failure or Qualifying Fire occurred **within 150 miles of your home** at the time, you can get up to $125 for out-of-pocket rental car, ride-share, or other transportation expenses incurred on the day of the Qualifying Failure or Qualifying Fire. You are also eligible for reasonable towing expenses related to the incident. For purposes of this claim, "your home" shall be the address on your driver's license **OR** other documents showing your residential address at the time of the Qualifying Failure or Qualifying Fire.
- Your transportation expenses incurred on the day of the incident may have been more than $125, but the maximum daily reimbursement under the Settlement is capped at $125.

[A] Provide the following information:

Transportation: Check one or more of the boxes below showing what kind of transportation expenses you incurred in relation to the Qualifying Failure or Qualifying Fire and provide the total amount you spent on these transportation expenses for which you are requesting reimbursement (up to a maximum of $125):

☐ Rental Car ☐ Ride-Share ☐ Other Transportation $ ☐☐☐☐ . ☐☐

Towing: Check the box below if you incurred towing expenses in relation to the Qualifying Failure or Qualifying Fire and provide the total amount you spent on towing for which you are requesting reimbursement:

☐ Towing $ ☐☐☐☐ . ☐☐

For more information, please view the Class Notice, visit [LINK], or call Hyundai's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

[B] Check which of the statements best applied to you at the time of the Qualifying Failure or Qualifying Fire:

☐ I resided at my current address that's reflected at the beginning of this form.

OR

☐ My address at the time was:

Address 1:

Address 2:

City: State:

ZIP Code: -

[C] Please state where the Qualifying Failure or Qualifying Fire occurred. Provide the nearest address, or the nearest location (*e.g.*, highway and nearest milepost marker), where you experienced the Qualifying Failure or Qualifying Fire):

Address 1:

Address 2:

City: State:

ZIP Code: -

[D] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you own or lease the vehicle that had a Qualifying Failure or Qualifying Fire;
2. Proof of Qualifying Failure/Fire: A repair facility diagnosis, police report, insurance documents, **OR** other documents showing you experienced a Qualifying Failure or Qualifying Fire;
3. Proof of Expense(s) Incurred: A receipt or other document showing what was purchased (*e.g.*, a rental car, ride-sharing trip(s), or towing service) and date(s) of your purchases(s);
4. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, **OR** other document showing the amount that you paid for the purchase(s);
5. Prior Reimbursement: If you previously received **any** reimbursement for the purchase(s), you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments; and
6. Proof of Residence: A copy of your driver's license **OR** other documents showing your residential address at the time of the Qualifying Failure or Qualifying Fire.

☐ I AM REQUESTING REIMBURSEMENT FOR INCIDENTALS BECAUSE I EXPERIENCED A QUALIFYING FAILURE OR QUALIFYING FIRE THAT OCCURRED **MORE THAN 150 MILES FROM**

Claims can be submitted electronically at [LINK].

MY HOME AND ALSO WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims under this benefit must be submitted by [DATE] for a Qualifying Failure or Qualifying Fire on or before [NOTICE DATE], or, for a Qualifying Failure or Qualifying Fire after [NOTICE DATE], within 90 days of either the date on which the expenses were incurred or the date the expenses were paid, whichever is later.

- If the Qualifying Failure or Qualifying Fire occurred **more than 150 miles away of your home** at the time, you can get up to $300 for the first day, $200 for the second day, and $100 for the third day for out-of-pocket rental car, ride-share, or other transportation costs and lodging and reasonable meal expenses. You are also eligible for reasonable towing expenses related to the incident. For purposes of this claim, "your home" shall be the address on your driver's license **OR** other documents showing your residential address at the time of the Qualifying Failure or Qualifying Fire.
- Your transportation expenses incurred during the first three days of the incident may have been more than $300/200/100 for each respective day, but the maximum daily reimbursement under the Settlement is capped at either $300/200/100 for each respective day, as described above.

[A] Check the box below identifying how many days it took you to get home after your Qualifying Failure or Qualifying Fire:

☐ One Day ☐ Two Days ☐ Three or More Days

[B] Please state where the Qualifying Failure or Qualifying Fire occurred. Provide the nearest address, or the nearest location (*e.g.*, highway and nearest milepost marker), where you experienced the Qualifying Failure or Qualifying Fire:

Address 1:

Address 2:

City: State:

ZIP Code: -

[C] Provide the following information:

Transportation, Meals, & Lodging: Check one or more of the boxes showing what kind of transportation, meals, and lodging expenses you incurred in relation to the Qualifying Failure or Qualifying Fire and provide the total amount you spent on these expenses for which you are requesting reimbursement (up to $300 for the first day, $200 for the second day, and $100 for the third day):

☐ Rental Car ☐ Ride-Share ☐ Other Transportation $.

☐ Meals $.

☐ Lodging $.

Towing: Check the box if you incurred towing expenses in relation to the Qualifying Failure or Qualifying Fire and provide the total amount you spent on towing for which you are requesting reimbursement:

For more information, please view the Class Notice, visit [LINK], or call Hyundai's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

☐ Towing $ ☐☐☐☐ . ☐☐

[D] Check which of the statements best applied to you at the time of the Qualifying Failure or Qualifying Fire:

☐ I resided at my current address that's reflected at the beginning of this form.

OR

☐ My address at the time was:

Address 1:

Address 2:

City: State:

ZIP Code:

[E] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you own or lease the vehicle that had a Qualifying Failure or Qualifying Fire;
2. Proof of Qualifying Failure/Fire: A repair facility diagnosis, police report, insurance documents, **OR** other documents showing you experienced a Qualifying Failure or Qualifying Fire;
3. Proof of Expense(s) Incurred: A receipt or other document showing what was purchased (*e.g.*, a rental car, ride-sharing trip(s), towing service, lodging, or meals), and date(s) of your purchases(s);
4. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, **OR** other document showing the amount that you paid for the purchase(s);
5. Prior Reimbursement: If you previously received **any** reimbursement for the purchase(s), you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments; and
6. Proof of Residence: A copy of your driver's license **OR** other documents showing your residential address at the time of the Qualifying Failure or Qualifying Fire.

☐ I AM REQUESTING REIMBURSEMENT FOR A CLASS VEHICLE I SOLD OR TRADED IN BEFORE [NOTICE DATE] AND AFTER THE VEHICLE HAD A QUALIFYING FAILURE OR QUALIFYING FIRE **BUT BEFORE** THE RECOMMENDED REPAIR WAS PERFORMED WITHIN 15 YEARS OR 150,000 ODOMETER MILES FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims for this benefit must be submitted no later than [DATE].

- To qualify for this compensation, you must have sold or traded your Class Vehicle in an arm's length transaction **AFTER** the Class Vehicle had a Qualifying Failure or Qualifying Fire **BUT BEFORE** it was repaired.
- Compensation is based on the baseline Black Book value (*i.e.*, wholesale used vehicle value) of the Class Vehicle at the time of sale or trade-in minus any actual value received. If the actual amount received from the sale or trade-in exceeds the baseline Black Book value, no reimbursement or goodwill will be provided.

For more information, please view the Class Notice, visit [LINK], or call Hyundai's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

- In addition to reimbursement for the vehicle, you are eligible to receive an additional $150 goodwill payment.

[A] Provide the following information:

Date of Sale/Trade-In: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Odometer Mileage at the time of Sale/Trade-In: ☐☐☐☐☐☐

State where Sale/Trade-In occurred: ☐☐

Total Sale or Trade-In Amount for Your Vehicle at the Time of Sale or Trade-In:
$ ☐☐☐☐☐ . ☐☐

[B] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you owned or leased the vehicle that you then sold or traded in;
2. Proof of Qualifying Failure/Fire: A repair facility diagnosis, police report, insurance documents, **OR** other documents showing you experienced a Qualifying Failure or Qualifying Fire;
3. Proof of Sale: A bill of sale, purchase agreement, **OR** paperwork showing what you received for your vehicle as a sale or trade-in and the mileage; and
4. Prior Reimbursement: If you previously received **any** reimbursement in connection with your Qualifying Failure or Qualifying Fire, you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments.

☐ I AM REQUESTING REIMBURSEMENT FOR A CLASS VEHICLE THAT EXPERIENCED A QUALIFYING FIRE RESULTING IN THE LOSS OF MY VEHICLE THAT OCCURRED WITHIN 15 YEARS OR 150,000 ODOMETER MILES FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims under this benefit must be submitted by [DATE] for a Qualifying Fire on or before [NOTICE DATE], or, for a Qualifying Fire after [NOTICE DATE], within 90 days of the Qualifying Fire.

- Compensation is based on the maximum Black Book value (*i.e.*, private party/very good) of the Class Vehicle at the time of loss minus any actual value received. If the actual amount received from the sale or trade-in exceeds the maximum Black Book value, no reimbursement or goodwill will be provided.
- In addition to reimbursement for the vehicle, you are eligible to receive an additional $150 goodwill payment.

[A] Provide the following information:

Date of Qualifying Fire: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Odometer Mileage at the time of Qualifying Fire: ☐☐☐☐☐☐

State where Qualifying Fire occurred: ☐☐

Total Amount Received for Your Vehicle as a result of Qualifying Fire (insurance payment, sale to salvage yard, etc.):

For more information, please view the Class Notice, visit [LINK], or call Hyundai's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

$ ☐☐☐☐☐ . ☐☐

[B] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you owned or leased the vehicle that experienced a Qualifying Fire;
2. Proof of Qualifying Fire: A repair facility diagnosis, police report, insurance documents, **OR** other documents showing you experienced a Qualifying Fire; and
3. Prior Reimbursement: If you previously received **any** reimbursement or value in connection with your Qualifying Fire, you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments.

☐ AS A RESULT OF THIS SETTLEMENT AND AFTER [NOTICE DATE], I (1) LOST FAITH IN MY VEHICLE, (2) EXPERIENCED A QUALIFYING FAILURE OR QUALIFYING FIRE WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST; (3) SOLD MY VEHICLE, **AND** (4) THEN PURCHASED A REPLACEMENT HYUNDAI VEHICLE FROM AN AUTHORIZED HYUNDAI DEALERSHIP.

Claims under this benefit must be submitted by [DATE] for a Qualifying Failure or Qualifying Fire on or before [NOTICE DATE], or, for a Qualifying Failure or Qualifying Fire after [NOTICE DATE], within 90 days of the Qualifying Failure or Qualifying Fire.

- To qualify for this compensation, after [NOTICE DATE] you must have (1) lost faith in the vehicle; (2) experienced a Qualifying Failure or Qualifying Fire within 15 years or 150,000 odometer miles from date of original retail delivery; (3) sold your vehicle in an arm's length transaction; **AND** (4) purchased a replacement Hyundai vehicle from an authorized Hyundai dealership.
- If you choose this option, you are eligible for a rebate which shall be calculated as the actual loss by comparing sales documentation to the maximum Black Book value of your vehicle at the time of the Knock Sensor Detection System campaign launch for up to the following amounts:
    a. For model year 2010, 2011, and 2012 Class Vehicles: $2,500
    b. For model year 2013 and 2014 Class Vehicles: $2,000
    c. For model year 2015 and 2016 Class Vehicles: $1,500
    d. For model year 2017, 2018, 2019, 2020, and 2021 Class Vehicles: $1,000

[A] Provide the following information:

Date of Sale/Trade-In: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Odometer Mileage at the time of Sale/Trade-In: ☐☐☐☐☐☐

State where Sale/Trade-In occurred: ☐☐

Total Sale or Trade-In Amount for Your Vehicle at the Time of Sale or Trade-In:
$ ☐☐☐☐☐ . ☐☐

[B] Provide the VIN of the Hyundai vehicle you bought from a Hyundai dealership to replace your vehicle that experienced a Qualifying Failure or Qualifying Fire:

Replacement Hyundai Vehicle VIN: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

For more information, please view the Class Notice, visit [LINK], or call Hyundai's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

[C] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you owned or leased the vehicle that you then sold or traded in;
2. Proof of Qualifying Failure/Fire: A repair facility diagnosis, police report, insurance documents, **OR** other documents showing you experienced a Qualifying Failure or Qualifying Fire;
3. Proof of Sale: Paperwork showing what you received for your vehicle as a sale or trade-in; and
4. Proof of Replacement: Sales documents showing you purchased a replacement Hyundai vehicle from an authorized Hyundai dealership.

[4] SIGN & DATE

The information on this form is true and correct to the best of my knowledge. I agree to participate in the Settlement. I authorize any dealership that serviced my vehicle to release records to Hyundai as needed to assist in the payment of my Claim. To the extent I am seeking the following Settlement relief:

- Reimbursement for an authorized Hyundai dealership repair and I do not have a receipt or other documentation for the corresponding **cash** payment, I attest under penalty of perjury that I paid for the repair in **cash** and I do not have a receipt or documentation for the **cash** payment. Cash payments for repairs completed at independent repair facilities (unrelated to Hyundai) are not reimbursable.
- If seeking participation in the rebate program, I attest under penalty of perjury that I have lost faith in my vehicle.
- If seeking participation in the inconvenience-due-to-repairs program, I attest under penalty of perjury that I felt inconvenienced.

Signature: _____ Date: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

[5] HOW TO SUBMIT: Email the completed form and the documentation to [EMAIL] or mail it to Hyundai's Settlement Administrator, [ADDRESS]. For faster servicing, you may also complete and submit a Claim Form online at [WEBSITE]. It is highly recommended that you maintain a copy of the completed Claim Form and a copy of any supporting documentation for your own records.

Please **DO NOT** send Claim Forms to Class Counsel or the Court.

EXHIBIT D

Claims can be submitted electronically at [LINK].

Kia Settlement Administrator
[INSERT]

KIA CLAIM FORM – Five Steps to Make a Claim

In re: Hyundai and Kia Engine Litigation II, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.)

*You must submit this Claim by **[DATE]** (any extension of that date will be posted on the Settlement website), or, for Qualifying Repairs, Qualifying Failures, and/or Qualifying Fires after [NOTICE DATE], no later than 90 days after the engine repair, failure, or fire occurred. See below at page 2 and [LINK] for an explanation of what qualifies.*

[1] CONTACT INFORMATION: Please provide the information in the spaces below:

First Name: MI Last Name:

Business Name (if applicable):

Address 1:

Address 2:

City: State:

ZIP Code: -

ADDITIONAL CONTACT INFORMATION (*Optional*): Please provide your email address and phone number:

Email:

Phone: - -

If you choose to provide your email address, Kia's Settlement Administrator may contact you about the Settlement by email. If not, Kia's Settlement Administrator will contact you about the Settlement at the postal address above.

For more information, please view the Class Notice, visit [LINK], or call Kia's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

[2] VEHICLE INFORMATION: Provide your Vehicle Identification Number ("VIN") and the vehicle's current odometer mileage below. 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.

VIN: | | | | | | | | | | | | | | | | |

Current Odometer Mileage: | | | | | | |

In the boxes below, provide both the date and the vehicle's odometer mileage at the time you experienced a Qualifying Failure or Qualifying Fire. To obtain certain Settlement benefits, you must have obtained a Qualifying Repair, as explained in the Class Notice, which refers to (1) any repairs to fix engine hole-in-block scenarios (*i.e.*, the connecting rod punctures a hole in the engine block), (2) engine seizure (unrelated to pre-existing oil consumption issues), or (3) engine compartment fire (see Qualifying Fire). For repairs completed at Kia dealerships, Qualifying Repair will also cover work performed to address symptoms associated with connecting rod bearing failure where the vehicle received a diagnosis of (i) abnormal bearing noise in accordance with Kia's inspection protocols, (ii) stall was caused by engine seizure with a failed bearing clearance test, or (iii) P1326 warning light. Even if you did not complete a Qualifying Repair, you may still be entitled to receive some Settlement benefits for a Qualifying Failure or a Qualifying Fire. Qualifying Failure refers to an engine stall or other vehicle incident, caused by engine hole-in-block scenarios or engine seizure. Qualifying Fire refers to an engine compartment fire caused by engine hole-in-block scenarios or engine seizure. *An engine failure is not a Qualifying Failure and an engine compartment fire is not a Qualifying Fire if not caused by engine short block manufacturing issues examples of issues not covered under the settlement include a fire caused by a collision, electrical, or fuel issues, or a stall caused by a fuel pump, oxygen sensor, timing, or electrical system malfunction do not qualify). Please visit [LINK] to learn more.*

Check if you experienced a: ☐ Qualifying Failure OR ☐ Qualifying Fire

Odometer Mileage at the time of the Qualifying Failure or Qualifying Fire: | | | | | | |

Date the Qualifying Failure or Qualifying Fire Occurred: | | - | | - | | | | |
MM DD YYYY

[3] REIMBURSEMENT ELECTIONS: Indicate the nature of the reimbursement(s) you are claiming and the total amount of reimbursement you are requesting, and enclose the required documents. NOTE: More than one type of reimbursement may apply to you.

☐ I AM REQUESTING REIMBURSEMENT FOR QUALIFYING REPAIRS PERFORMED ON OR BEFORE [NOTICE DATE] **AT AN AUTHORIZED KIA DEALERSHIP** WITHIN 15 YEARS OR 150,000 ODOMETER MILES FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims for this benefit must be submitted no later than [DATE].

[A] Provide the total amount of Qualifying Repair costs for which you are requesting reimbursement:

$ | | | | | | . | |

[B] Provide the following to assist with locating repair order information necessary to process your claim:

For more information, please view the Class Notice, visit [LINK], or call Kia's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

Kia Dealership Name:

City: State:

Repair Start Date: MM - DD - YYYY

Repair End Date: MM - DD - YYYY

[C] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you owned or leased the vehicle that was repaired;
2. Proof of Qualifying Repair: Kia strongly encourages you to provide copies of the repair invoice or other documents that describe the work performed, the date, and amount paid for the Qualifying Repair(s) you received on or before the [NOTICE DATE];
3. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, receipt from the dealership, **OR** other document showing the amount that you paid for the Qualifying Repair(s). If you had the Qualifying Repair(s) performed at a Kia dealership **AND** paid in cash but do not have a cash payment receipt, please provide a valid corresponding final repair order and complete the attestation under penalty of perjury below that you do not have a cash payment receipt from the dealership; and
4. Prior Reimbursement: If you previously received **any** reimbursement in connection with the Qualifying Repair(s), you must provide documentation of this with your Claim, for example, insurance documents or prior campaign reimbursement and/or customer satisfaction payments.

If you are requesting reimbursement for more than one Qualifying Repair, or the Qualifying Repair for which you are seeking reimbursement was performed at more than one Kia dealership, please provide the information requested above on a separate sheet of paper and include it with your Claim Form along with the required documentation.

☐ I AM REQUESTING REIMBURSEMENT FOR QUALIFYING REPAIRS PERFORMED ON OR BEFORE [NOTICE DATE] AT A **THIRD-PARTY REPAIR FACILITY (UNRELATED TO KIA)** WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims for this benefit must be submitted no later than [DATE].

[A] Provide the total amount of Qualifying Repair costs for which you are requesting reimbursement:

$.

[B] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you own or lease the vehicle that was repaired;
2. Proof of Qualifying Repair: A repair invoice or document generated at or around the time of repair that shows what Qualifying Repair(s) you received, the name and contact information of the business that repaired your vehicle, the amount paid, and the date of the Qualifying Repair(s);

Claims can be submitted electronically at [LINK].

3. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, **OR** other document showing the amount that you paid for the Qualifying Repair(s) (NOTE: Cash payments for repairs completed at independent repair facilities (unrelated to Kia) are not reimbursable); and
4. Prior Reimbursement: If you previously received **any** reimbursement in connection with the Qualifying Repair(s), you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments.

☐ I AM REQUESTING THE $150 GOODWILL PAYMENT FOR QUALIFYING REPAIRS THAT WERE PREVIOUSLY DENIED WARRANTY COVERAGE ON OR BEFORE [NOTICE DATE] BY A KIA DEALERSHIP WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST, AND HAD TO GET MY VEHICLE REPAIRED ELSEWHERE.

Claims for this benefit must be submitted no later than [DATE].

[A] Provide the name and location of the dealership that denied you the warranty coverage for a Qualifying Repair and the approximate date you were denied the repair:

Kia Dealership Name:

City: State:

Denial Date: MM - DD - YYYY

[B] **Required Documentation:** Enclose any repair orders, emails, letters, or other written communications between you and the dealership and/or Kia America showing that you were denied warranty coverage for a Qualifying Repair.

☐ I AM REQUESTING COMPENSATION FOR OUT-OF-POCKET TRANSPORTATION EXPENSES (*E.G.*, RENTAL CAR, RIDE-SHARE) OF UP TO $80/DAY (MAXIMUM COMPENSATION) AND/OR TOWING COSTS IN FULL THAT WERE REASONABLY RELATED TO OBTAINING QUALIFYING REPAIRS THAT OCCURRED WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims under this benefit must be submitted by [DATE] for a Qualifying Repair on or before [NOTICE DATE], or, for a Qualifying Repair after [NOTICE DATE], within 90 days of either the date on which the expenses were incurred or the date the expenses were paid, whichever is later.

- Your expenses must have been incurred within 15 business days before your Qualifying Repair began and within 3 business days after completion of the Qualifying Repair to be eligible for compensation.
- For purposes of this claim, your transportation expenses may have been more than $80/day, but the maximum daily compensation under the Settlement is capped at $80/day.

[A] Provide the following information:

Transportation: Check one or more of the boxes below showing what kind of actual transportation expenses you incurred in relation to the Qualifying Repair and provide the total amount you spent on these transportation expenses for which you are requesting compensation (up to a maximum of $80/day):

For more information, please view the Class Notice, visit [LINK], or call Kia's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

☐ Rental Car ☐ Ride-Share ☐ Other Transportation $ ☐☐☐☐ . ☐☐

Towing: Check the box below if you incurred towing expenses in relation to the Qualifying Repair and provide the total amount you spent on towing for which you are requesting reimbursement:

☐ Towing $ ☐☐☐☐ . ☐☐

[B] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you own or lease the vehicle that was repaired;
2. Proof of Expense(s) Incurred: A receipt, final rental agreement, or other document showing final expenses paid to a verified business entity (*e.g.*, a rental car, ride-sharing trip(s), or towing service) and date(s) of your purchase(s);
3. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, **OR** other document showing the amount that you paid for the transportation or towing(s);
4. Prior Reimbursement: If you previously received **any** reimbursement for the transportation or towing, you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments; and
5. Proof of Qualifying Repair: A repair invoice or document that shows the nature of the corresponding Qualifying Repair(s) you received, the amount paid, the name and contact information of the business that repaired your vehicle, and the date of the Qualifying Repair(s). If the corresponding Qualifying Repair was performed at a Kia dealership, Kia will attempt to obtain that information to process your claim, but you are strongly encouraged to provide a copy of the supporting repair documents to avoid delays.

☐ I AM REQUESTING COMPENSATION FOR INCONVENIENCE DUE TO QUALIFYING REPAIR DELAYS EXCEEDING 60 DAYS FOR QUALIFYING REPAIRS PERFORMED **BY A KIA DEALERSHIP** THAT OCCURRED WITHIN 15 YEARS OR 150,000 ODOMETER MILES FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims under this benefit must be submitted by [DATE] for a Qualifying Repair on or before [NOTICE DATE], or, for a Qualifying Repair after [NOTICE DATE], within 90 days of when the Qualifying Repair was completed.

[A] Provide the following information regarding the dates of your Qualifying Repair at a Kia dealership, and, to assist with locating repair order information necessary to process your claim, details regarding the Kia dealership that provided the Qualifying Repair:

Repair Start Date: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Repair End Date: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Kia Dealership Name:

☐☐☐☐

Claims can be submitted electronically at [LINK].

☐ I AM REQUESTING A CASH PAYMENT. (If your Qualifying Repair took between 61 and 180 days, you will be entitled to $75. If your Qualifying Repair took more than 181 days, you will be entitled to $100, plus an additional $100 for each additional 30-day period after 210 days).

OR

☐ I AM REQUESTING A DEALER SERVICE CARD FOR 150% OF THE CASH PAYMENT THAT I WOULD OTHERWISE BE ENTITLED TO FOR THIS BENEFIT.

[C] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you own or lease the vehicle that was repaired;
2. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, receipt from the dealership, **OR** other document showing the amount that you paid for the Qualifying Repair(s);
3. Prior Reimbursement: If you previously received **any** reimbursement in connection with the Qualifying Repair(s), you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments; and
4. Proof of Qualifying Repair: A repair order **OR** other document identifying the start and end of your corresponding Qualifying Repair.

☐ I AM REQUESTING COMPENSATION FOR TRANSPORTATION BECAUSE I EXPERIENCED A QUALIFYING FAILURE OR QUALIFYING FIRE THAT OCCURRED **WITHIN 150 MILES FROM MY HOME** AND ALSO WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims under this benefit must be submitted by [DATE] for a Qualifying Failure or Qualifying Fire on or before [NOTICE DATE], or, for a Qualifying Failure or Qualifying Fire after [NOTICE DATE], within 90 days of either the date on which the expenses were incurred or the date the expenses were paid, whichever is later.

- If the Qualifying Failure or Qualifying Fire occurred **within 150 miles of your home** at the time, you can get up to $125 for out-of-pocket rental car, ride-share, or other transportation expenses incurred on the day of the Qualifying Failure or Qualifying Fire. You are also eligible for reasonable towing expenses related to the incident. For purposes of this claim, "your home" shall be the address on your driver's license **OR** other documents showing your residential address at the time of the Qualifying Failure or Qualifying Fire.
- Your transportation expenses incurred on the day of the incident may have been more than $125, but the maximum daily reimbursement under the Settlement is capped at $125.

[A] Provide the following information:

Transportation: Check one or more of the boxes below showing what kind of transportation expenses you incurred in relation to the Qualifying Failure or Qualifying Fire and provide the total amount you spent on these transportation expenses for which you are requesting reimbursement (up to a maximum of $125):

☐ Rental Car ☐ Ride-Share ☐ Other Transportation $ ☐☐☐☐ . ☐☐

Towing: Check the box below if you incurred towing expenses in relation to the Qualifying Failure or Qualifying Fire and provide the total amount you spent on towing for which you are requesting reimbursement:

☐ Towing $ ☐☐☐☐ . ☐☐

For more information, please view the Class Notice, visit [LINK], or call Kia's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

[B] Check which of the statements best applied to you at the time of the Qualifying Failure or Qualifying Fire:

☐ I resided at my current address that's reflected at the beginning of this form.

OR

☐ My address at the time was:

Address 1:

Address 2:

City: State:

ZIP Code:

[C] Please state where the Qualifying Failure or Qualifying Fire occurred. Provide the nearest address, or the nearest location (*e.g.*, highway and nearest milepost marker), where you experienced the Qualifying Failure or Qualifying Fire):

Address 1:

Address 2:

City: State:

ZIP Code:

[D] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you own or lease the vehicle that had a Qualifying Failure or Qualifying Fire;
2. Proof of Qualifying Failure/Fire: A repair facility diagnosis, police report, insurance documents, **OR** other documents showing you experienced a Qualifying Failure or Qualifying Fire;
3. Proof of Expense(s) Incurred: A receipt or other document showing what was purchased (*e.g.*, a rental car, ride-sharing trip(s), or towing service) and date(s) of your purchases(s);
4. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, **OR** other document showing the amount that you paid for the purchase(s);
5. Prior Reimbursement: If you previously received **any** reimbursement for the purchase(s), you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments; and
6. Proof of Residence: A copy of your driver's license **OR** other documents showing your residential address at the time of the Qualifying Failure or Qualifying Fire.

☐ I AM REQUESTING REIMBURSEMENT FOR INCIDENTALS BECAUSE I EXPERIENCED A QUALIFYING FAILURE OR QUALIFYING FIRE THAT OCCURRED **MORE THAN 150 MILES FROM**

Claims can be submitted electronically at [LINK].

MY HOME AND ALSO WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims under this benefit must be submitted by [DATE] for a Qualifying Failure or Qualifying Fire on or before [NOTICE DATE], or, for a Qualifying Failure or Qualifying Fire after [NOTICE DATE], within 90 days of either the date on which the expenses were incurred or the date the expenses were paid, whichever is later.

- If the Qualifying Failure or Qualifying Fire occurred **more than 150 miles away of your home** at the time, you can get up to $300 for the first day, $200 for the second day, and $100 for the third day for out-of-pocket rental car, ride-share, or other transportation costs and lodging and reasonable meal expenses. You are also eligible for reasonable towing expenses related to the incident. For purposes of this claim, "your home" shall be the address on your driver's license **OR** other documents showing your residential address at the time of the Qualifying Failure or Qualifying Fire.
- Your transportation expenses incurred during the first three days of the incident may have been more than $300/200/100 for each respective day, but the maximum daily reimbursement under the Settlement is capped at either $300/200/100 for each respective day, as described above.

[A] Check the box below identifying how many days it took you to get home after your Qualifying Failure or Qualifying Fire:

☐ One Day ☐ Two Days ☐ Three or More Days

[B] Please state where the Qualifying Failure or Qualifying Fire occurred. Provide the nearest address, or the nearest location (*e.g.*, highway and nearest milepost marker), where you experienced the Qualifying Failure or Qualifying Fire:

Address 1:

Address 2:

City: State:

ZIP Code: -

[C] Provide the following information:

Transportation, Meals, & Lodging: Check one or more of the boxes showing what kind of transportation, meals, and lodging expenses you incurred in relation to the Qualifying Failure or Qualifying Fire and provide the total amount you spent on these expenses for which you are requesting reimbursement (up to $300 for the first day, $200 for the second day, and $100 for the third day):

☐ Rental Car ☐ Ride-Share ☐ Other Transportation $.

☐ Meals $.

☐ Lodging $.

Towing: Check the box if you incurred towing expenses in relation to the Qualifying Failure or Qualifying Fire and provide the total amount you spent on towing for which you are requesting reimbursement:

For more information, please view the Class Notice, visit [LINK], or call Kia's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

☐ Towing $ ☐☐☐☐ . ☐☐

[D] Check which of the statements best applied to you at the time of the Qualifying Failure or Qualifying Fire:

☐ I resided at my current address that's reflected at the beginning of this form.

OR

☐ My address at the time was:

Address 1:

Address 2:

City: State:

ZIP Code:

[E] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you own or lease the vehicle that had a Qualifying Failure or Qualifying Fire;
2. Proof of Qualifying Failure/Fire: A repair facility diagnosis, police report, insurance documents, **OR** other documents showing you experienced a Qualifying Failure or Qualifying Fire;
3. Proof of Expense(s) Incurred: A receipt or other document showing what was purchased (*e.g.*, a rental car, ride-sharing trip(s), towing service, lodging, or meals), and date(s) of your purchases(s);
4. Proof of Payment: A credit card receipt, credit card statement, bank statement, cleared check, **OR** other document showing the amount that you paid for the purchase(s);
5. Prior Reimbursement: If you previously received **any** reimbursement for the purchase(s), you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments; and
6. Proof of Residence: A copy of your driver's license **OR** other documents showing your residential address at the time of the Qualifying Failure or Qualifying Fire.

☐ I AM REQUESTING REIMBURSEMENT FOR A CLASS VEHICLE I SOLD OR TRADED IN BEFORE [NOTICE DATE] AND AFTER THE VEHICLE HAD A QUALIFYING FAILURE OR QUALIFYING FIRE **BUT BEFORE** THE RECOMMENDED REPAIR WAS PERFORMED WITHIN 15 YEARS OR 150,000 ODOMETER MILES FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims for this benefit must be submitted no later than [DATE].

- To qualify for this compensation, you must have sold or traded your Class Vehicle in an arm's length transaction **AFTER** the Class Vehicle had a Qualifying Failure or Qualifying Fire **BUT BEFORE** it was repaired.
- Compensation is based on the baseline Black Book value (*i.e.*, wholesale used vehicle value) of the Class Vehicle at the time of sale or trade-in minus any actual value received. If the actual amount received from the sale or trade-in exceeds the baseline Black Book value, no reimbursement or goodwill will be provided.

For more information, please view the Class Notice, visit [LINK], or call Kia's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

- In addition to reimbursement for the vehicle, you are eligible to receive an additional $150 goodwill payment.

[A] Provide the following information:

Date of Sale/Trade-In: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Odometer Mileage at the time of Sale/Trade-In: ☐☐☐☐☐☐

State where Sale/Trade-In occurred: ☐☐

Total Sale or Trade-In Amount for Your Vehicle at the Time of Sale or Trade-In:
$ ☐☐☐☐☐ . ☐☐

[B] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you owned or leased the vehicle that you then sold or traded in;
2. Proof of Qualifying Failure/Fire: A repair facility diagnosis, police report, insurance documents, **OR** other documents showing you experienced a Qualifying Failure or Qualifying Fire;
3. Proof of Sale: A bill of sale, purchase agreement, **OR** paperwork showing what you received for your vehicle as a sale or trade-in and the mileage; and
4. Prior Reimbursement: If you previously received **any** reimbursement in connection with your Qualifying Failure or Qualifying Fire, you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments.

☐ I AM REQUESTING REIMBURSEMENT FOR A CLASS VEHICLE THAT EXPERIENCED A QUALIFYING FIRE RESULTING IN THE LOSS OF MY VEHICLE THAT OCCURRED WITHIN 15 YEARS OR 150,000 ODOMETER MILES FROM THE DATE OF THE VEHICLE'S ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST.

Claims under this benefit must be submitted by [DATE] for a Qualifying Fire on or before [NOTICE DATE], or, for a Qualifying Fire after [NOTICE DATE], within 90 days of the Qualifying Fire.

- Compensation is based on the maximum Black Book value (*i.e.*, private party/very good) of the Class Vehicle at the time of loss minus any actual value received. If the actual amount received from the sale or trade-in exceeds the maximum Black Book value, no reimbursement or goodwill will be provided.
- In addition to reimbursement for the vehicle, you are eligible to receive an additional $150 goodwill payment.

[A] Provide the following information:

Date of Qualifying Fire: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Odometer Mileage at the time of Qualifying Fire: ☐☐☐☐☐☐

State where Qualifying Fire occurred: ☐☐

Total Amount Received for Your Vehicle as a result of Qualifying Fire (insurance payment, sale to salvage yard, etc.):

For more information, please view the Class Notice, visit [LINK], or call Kia's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

$ ☐☐☐☐☐ . ☐☐

[B] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you owned or leased the vehicle that experienced a Qualifying Fire;
2. Proof of Qualifying Fire: A repair facility diagnosis, police report, insurance documents, **OR** other documents showing you experienced a Qualifying Fire; and
3. Prior Reimbursement: If you previously received **any** reimbursement or value in connection with your Qualifying Fire, you must provide documentation of this with your Claim, for example, insurance paperwork or prior campaign reimbursement and/or customer satisfaction payments.

☐ AS A RESULT OF THIS SETTLEMENT AND AFTER [NOTICE DATE], I (1) LOST FAITH IN MY VEHICLE, (2) EXPERIENCED A QUALIFYING FAILURE OR QUALIFYING FIRE WITHIN 15 YEARS OR 150,000 ODOMETER MILES, FROM THE DATE OF ORIGINAL RETAIL DELIVERY, WHICHEVER OCCURS FIRST; (3) SOLD MY VEHICLE, **AND** (4) THEN PURCHASED A REPLACEMENT KIA VEHICLE FROM AN AUTHORIZED KIA DEALERSHIP.

Claims under this benefit must be submitted by [DATE] for a Qualifying Failure or Qualifying Fire on or before [NOTICE DATE], or, for a Qualifying Failure or Qualifying Fire after [NOTICE DATE], within 90 days of the Qualifying Failure or Qualifying Fire.

- To qualify for this compensation, after [NOTICE DATE] you must have (1) lost faith in the vehicle; (2) experienced a Qualifying Failure or Qualifying Fire within 15 years or 150,000 odometer miles from date of original retail delivery; (3) sold your vehicle in an arm's length transaction; **AND** (4) purchased a replacement Kia vehicle from an authorized Kia dealership.
- If you choose this option, you are eligible for a rebate which shall be calculated as the actual loss by comparing sales documentation to the maximum Black Book value of your vehicle at the time of the Knock Sensor Detection System campaign launch for up to the following amounts:
    a. For model year 2010, 2011, and 2012 Class Vehicles: $2,500
    b. For model year 2013 and 2014 Class Vehicles: $2,000
    c. For model year 2015 and 2016 Class Vehicles: $1,500
    d. For model year 2017, 2018, 2019, and 2020 Class Vehicles: $1,000

[A] Provide the following information:

Date of Sale/Trade-In: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Odometer Mileage at the time of Sale/Trade-In: ☐☐☐☐☐☐

State where Sale/Trade-In occurred: ☐☐

Total Sale or Trade-In Amount for Your Vehicle at the Time of Sale or Trade-In:
$ ☐☐☐☐☐ . ☐☐

[B] Provide the VIN of the Kia vehicle you bought from a Kia dealership to replace your vehicle that experienced a Qualifying Failure or Qualifying Fire:

Replacement Kia Vehicle VIN: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

For more information, please view the Class Notice, visit [LINK], or call Kia's Settlement Administrator toll-free number at [PHONE].

Claims can be submitted electronically at [LINK].

[C] **Required Documentation:**

1. Proof of Ownership: A copy of your vehicle title, a copy of your registration card, **OR** other document showing that you owned or leased the vehicle that you then sold or traded in;
2. Proof of Qualifying Failure/Fire: A repair facility diagnosis, police report, insurance documents, **OR** other documents showing you experienced a Qualifying Failure or Qualifying Fire;
3. Proof of Sale: Paperwork showing what you received for your vehicle as a sale or trade-in; and
4. Proof of Replacement: Sales documents showing you purchased a replacement Kia vehicle from an authorized Kia dealership.

[4] SIGN & DATE

The information on this form is true and correct to the best of my knowledge. I agree to participate in the Settlement. I authorize any dealership that serviced my vehicle to release records to Kia as needed to assist in the payment of my Claim. To the extent I am seeking the following Settlement relief:

- Reimbursement for an authorized Kia dealership repair and I do not have a receipt or other documentation for the corresponding **cash** payment, I attest under penalty of perjury that I paid for the repair in **cash** and I do not have a receipt or documentation for the **cash** payment. Cash payments for repairs completed at independent repair facilities (unrelated to Kia) are not reimbursable.
- If seeking participation in the rebate program, I attest under penalty of perjury that I have lost faith in my vehicle.
- If seeking participation in the inconvenience-due-to-repairs program, I attest under penalty of perjury that I felt inconvenienced.

Signature: _____ Date: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

[5] HOW TO SUBMIT: Email the completed form and the documentation to [EMAIL] or mail it to Kia's Settlement Administrator, [ADDRESS]. For faster servicing, you may also complete and submit a Claim Form online at [WEBSITE]. It is highly recommended that you maintain a copy of the completed Claim Form and a copy of any supporting documentation for your own records.

Please **DO NOT** send Claim Forms to Class Counsel or the Court.

For more information, please view the Class Notice, visit [LINK], or call Kia's Settlement Administrator toll-free number at [PHONE].

EXHIBIT 2





HAGENS BERMAN









Hagens Berman is a leader in class-action litigation and an international law firm driven by a team of legal powerhouses. With a tenacious spirit, we are motivated to make a positive difference in people's lives.

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INTRODUCTION

The Firm

Hagens Berman Sobol Shapiro LLP was founded in 1993 with one purpose: to help victims with claims of fraud and negligence that adversely impact a broad group. The firm initially focused on class action and other types of complex, multi-party litigation, but we have always represented plaintiffs, victims and the underdog. As the firm grew, it expanded its scope while staying true to its mission of taking on important cases that implicate the public interest. The firm represents plaintiffs including investors, consumers, inventors, workers, the environment, governments, whistleblowers and others.

We are one of the nation's leading class-action law firms and have earned an international reputation for excellence and innovation in ground-breaking litigation against large corporations.

OUR FOCUS. Our focus is to represent plaintiffs/victims in product liability, tort, antitrust, consumer fraud, sexual harassment, securities and investment fraud, employment, whistleblower, intellectual property, environmental, and employee pension protection cases. Our firm is particularly skilled at managing multi-state and nationwide class actions through an organized, coordinated approach that implements an efficient and aggressive prosecutorial strategy to place maximum pressure on defendants.

WE WIN. We believe excellence stems from a commitment to try each case, vigorously represent the best interests of our clients, and obtain the maximum recovery. Our opponents know we are determined and tenacious and they respect our skills and recognize our track record of achieving top results.

WHAT MAKES US DIFFERENT. We are driven to return to the class every possible portion of its damages—our track record proves it. While many class action or individual plaintiff cases result in large legal fees and no meaningful result for the client or class, Hagens Berman finds ways to return real value to the victims of corporate fraud and/or malfeasance.

AN INTERNATIONAL REACH. The scope of our practice is truly nationwide. We have flourished through our network of offices in nine cities across the United States, including Seattle, Austin, Berkeley, Boston, Chicago, Los Angeles, New York, Phoenix and San Diego and one international office in London, and our eyes are always open to trends of fraud, negligence and wrongdoing that may be taking form anywhere in the world. Our reach is not limited to the cities where we maintain offices. We have cases pending in courts across the country and have a vested interest in fighting global instances of oppression, wrongdoing and injustice.

INTRODUCTION

Locations

SEATTLE
1301 Second Avenue, Suite 2000
Seattle, WA 98101
(206) 623-7292 phone
(206) 623-0594 fax

BERKELEY
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
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(510) 725-3001 fax

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Boston, MA 02109
(617) 482-3700 phone
(617) 482-3003 fax

LONDON
Hagens Berman EMEA LLP
22 Eastcheap
Billingsgate, London, EC3M 1EU
0203 150 1445 phone

CHICAGO
455 N. Cityfront Plaza Drive, Suite 2410
Chicago, IL 60611
(708) 628-4949 phone
(708) 628-4950 fax

LOS ANGELES
301 North Lake Avenue, Suite 920
Pasadena, CA 91101
(213) 330-7150 phone
(213) 330-7152 fax

NEW YORK
322 8th Avenue, Suite 802
New York, NY 10001
(212) 752-5455 phone
(917) 210-3980 fax

PHOENIX
11 West Jefferson Street, Suite 1000
Phoenix, AZ 85003
(602) 840-5900 phone
(602) 840-3012 fax

SAN DIEGO
533 F Street
Suite 207
San Diego, CA 92101
(619) 929-3340 phone

> …the track record of Hagens Berman['s] **Steve Berman is… impressive**, having racked… a $1.6 billion settlement in the Toyota Unintended Acceleration Litigation and a substantial number of really outstanding big-ticket results.
>
> — *Milton I. Shadur, Senior U.S. District Judge, naming Hagens Berman Interim Class Counsel in Stericycle Pricing MDL*

> Class counsel has **consistently demonstrated extraordinary skill and effort.**
>
> — *U.S. District Judge James Selna, Central District of California, In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation*

> Berman is considered **one of the nation's top class-action lawyers**.
>
> — *Associated Press*

Elite Trial Lawyers

The National Law Journal

The Plaintiffs' Hot List: The Year's Hottest Firms

The National Law Journal

Most Feared Plaintiffs Firms

Law360

> **Landmark consumer cases are business as usual** for Steve Berman.
>
> — *The National Law Journal, naming Steve Berman one of the 100 most influential attorneys in the nation for the third time in a row*

> [A] **clear choice** emerges. That choice is the Hagens Berman firm.
>
> — *U.S. District Court for the Northern District of California, In re Optical Disk Drive Products Antitrust Litigation (appointing the firm lead counsel)*

> All right, I think I can conclude on the basis with my five years with you all, watching this litigation progress and seeing it wind to a conclusion, that **the results are exceptional**… You did an exceptionally good job at organizing and managing the case…
>
> — *U.S. District Court for the Northern District of California, In re Dynamic Random Access Memory Antitrust Litigation (Hagens Berman was co-lead counsel and helped achieve the $325 million class settlement)*

VISA-MASTERCARD ANTITRUST LITIGATION

The firm served as co-lead counsel in what was then the largest antitrust settlement in history – valued at $**27 billion**.

VOLKSWAGEN FRANCHISE DEALERS LITIGATION

The firm served as lead counsel representing VW franchise dealers in this suit related to the automaker's Dieselgate scandal. A **$1.6 billion** settlement was reached, and represents a result of nearly full damages for the class.

VOLKSWAGEN EMISSIONS LITIGATION

Hagens Berman was named a member of the Plaintiffs' Steering Committee and part of the Settlement Negotiating team in this monumental case that culminated in the largest automotive settlement in history – **$17.4 billion**.

TOYOTA UNINTENDED ACCELERATION LITIGATION

Hagens Berman obtained the then largest automotive settlement in history in this class action that recovered **$1.6 billion** for vehicle owners.

STATE OF WASHINGTON, ET AL. V. PHILIP MORRIS, ET AL.

Hagens Berman represented 13 states in the largest recovery in litigation history – **$260 billion**.

E-BOOKS ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel in this matter and secured a combined **$560 million** settlement on behalf of consumers against Apple and five of the nation's largest publishing companies.

LCD ANTITRUST LITIGATION

Hagens Berman served as a member of the Executive Committee representing consumers against multiple defendants in multi-district litigation. The total settlements exceeded **$470 million**.

MCKESSON DRUG LITIGATION

Hagens Berman was lead counsel in these racketeering cases against McKesson for drug pricing fraud that settled for more than **$444 million** on the eve of trials.

DAVITA HEALTHCARE PERSONAL INJURY LITIGATION

A Denver jury awarded a monumental **$383.5 million** jury verdict against GranuFlo dialysis provider DaVita Inc. on June 27, 2018, to families of three patients who suffered cardiac arrests and died after receiving dialysis treatments at DaVita clinics.

DRAM ANTITRUST LITIGATION

The firm was co-lead counsel, and the case settled for **$345 million** in favor of purchasers of dynamic random access memory chips (DRAM).

AVERAGE WHOLESALE PRICE DRUG LITIGATION

Hagens Berman was co-lead counsel in this ground-breaking drug pricing case against the world's largest pharmaceutical companies, resulting in a victory at trial. The court approved a total of **$338 million** in settlements.

ENRON ERISA LITIGATION

Hagens Berman was co-lead counsel in this ERISA litigation, which recovered in excess of **$250 million**, the largest ERISA settlement in history.

CHARLES SCHWAB SECURITIES LITIGATION

The firm was lead counsel in this action alleging fraud in the management of the Schwab YieldPlus mutual fund; a **$235 million** class settlement was approved by the court.

Practice Areas

PRACTICE AREAS

Anti-Terrorism

With a long track record of upholding the rights of the voiceless, Hagens Berman fights for justice on behalf of victims of international terrorism. Our anti-terrorism legal team builds on our robust history to forge innovative cases, bringing action against those that support terrorism.

Hagens Berman has always believed in fighting for the rights of those with no voice – those who are victims to tragic circumstances beyond their control. With our guiding principles driving our efforts, the firm has expanded its practice areas to include anti-terrorism litigation.

It's no secret that some businesses and individuals have pled guilty to violating United States laws that prohibit financial transactions with terrorist organizations and foreign states that support terrorism. We believe that the law is one of the most powerful tools to combat terrorism, and our renowned team of litigators brings a fresh perspective to the fight for victims' rights in this complex arena.

Through a deep understanding of both U.S. and international anti-terrorism laws, Hagens Berman builds on its foundation to investigate acts of terrorism and forge ironclad cases against anyone responsible, to help ensure that those at the mercy of the world's most egregious perpetrators of violence are represented with the utmost integrity and determination.

The firm's new practice area carries out our mission of building a safer world through novel applications of the law and steadfast dedication.

Chiquita Bananas

Hagens Berman represents American citizens who were victims of terrorism in Colombia. The victims were harmed by Colombian terrorists that Chiquita Brands International Inc. paid so that it could grow bananas in Colombia in regions that were controlled by the terrorists. Chiquita is one of the world's largest producers and marketers of fruits and vegetables and admitted it paid Colombian terrorist organizations as part of a guilty plea to settle criminal charges brought by the U.S. Department of Justice

Chiquita was placed on corporate probation and paid a $25 million dollar fine because of its conduct in Colombia.

Plaintiffs have sued Chiquita under the U.S. Anti-Terrorism Act, which allows American victims of international terrorism to sue anyone responsible and to recover treble damages and attorney's fees. The claims are pending in the U.S. District Court for the Southern District of Florida as part of the consolidated multi-district litigation to resolve claims related to Chiquita's payments to Colombian terrorist organizations.

PRACTICE AREAS

Antitrust

Hagens Berman works to preserve healthy marketplace competition and fair trade by protecting consumers and businesses that purchase goods and services from price fixing, market allocation agreements, monopolistic schemes and other trade restraints. The firm's lawyers have earned an enviable reputation as experts in this often confusing and combative area of commercial litigation. Our attorneys have a deep understanding of the legal and economic issues within the marketplace, allowing us to employ groundbreaking market theories that shed light on restrictive anti-competitive practices.

Hagens Berman represents millions of consumers in several high-profile class-action lawsuits, and takes on major antitrust litigation to improve market conditions for consumers, businesses and investors. We have represented plaintiffs in markets as diverse as debit and credit card services, personal computer components, electric and gas power, airlines, and internet services, and we have prevailed against some of the world's largest corporations.

The firm has also generated substantial recoveries on behalf of health plans and consumers in antitrust involving pharmaceutical companies abusing patent rights to block generic drugs from coming to market. Hagens Berman has served as lead or co-lead counsel in landmark litigation challenging anti-competitive practices, in the Paxil Direct Purchaser Litigation ($100 million), Relafen Antitrust Litigation ($75 million), Tricor Indirect Purchaser Antitrust Litigation ($65.7 million), and Augmentin Antitrust Litigation ($29 million). Representative antitrust successes on behalf of our clients include:

Visa/MasterCard

Helped lead this record-breaking antitrust case against credit card giants Visa and MasterCard that challenged charges imposed in connection with debit cards.

RESULT: $3.05 billion settlement and injunctive relief valued at more than $20 billion.

NCAA: Scholarships/Grants-In-Aid (GIAs)

In a first-of-its-kind antitrust action and potentially far-reaching case, Hagens Berman filed a class-action affecting approximately 40,000 Division I collegiate athletes who played men's or women's basketball, or FBS football, brought against the NCAA and its most powerful members, including the Pac-12, Big Ten, Big-12, SEC and ACC, claiming these entities violated federal antitrust laws by drastically reducing the number of scholarships and financial aid student-athletes receive to an amount below the actual cost of attendance and far below what the free market would bare.

The firm continues to fight on behalf of student-athletes to level the playing field and bring fairness to college sports and players.

RESULT: $208.9 million settlement, bringing an estimated average amount of $6,500 to each eligible class member who played his or her sport for four years.

Apple E-books

With state attorneys general, the firm secured a $166 million settlement with publishing companies that conspired with Apple to fix e-book prices. The firm then look on Apple for its part in the price-fixing conspiracy. In the final stage in the lawsuit, the Supreme Court denied appeal from Apple, bringing the consumer payback amount to more than twice the amount of losses suffered by the class of e-book purchasers. This represents one of the most successful recovery of damages in any antitrust lawsuit in the country.

RESULT: $560 million total settlements.

PRACTICE AREAS

Antitrust

Animation Workers Antitrust

Hagens Berman represents a nationwide class of animators and other artistic workers in an antitrust class-action case filed against defendants Pixar, Lucasfilm and its division Industrial Light & Magic, DreamWorks Animation, The Walt Disney Company, Sony Pictures Animation, Sony Pictures Imageworks, Blue Sky Studios, ImageMovers LLC, ImageMovers Digital LLC and others.

RESULT: Total settlements have reached $168 million, resulting in a payment of more than $13,000 per class member.

TFT LCDs

Hagens Berman Sobol Shapiro filed a class-action lawsuit against several major manufacturers of TFT LCD products, claiming the companies engaged in a conspiracy to fix, raise, maintain and stabilize the price of televisions, desktop and notebook computer monitors, mobile phones, personal digital assistants (PDAs) and other devices. After years of representing consumers against multiple defendants in multi-district litigation, the case against Toshiba went to trial. Toshiba was found guilty of price-fixing in 2012, and settled.

RESULT: $470 million in total settlements.

DRAM

The suit claimed DRAM (Dynamic Random Access Memory) manufacturers secretly agreed to reduce the supply of DRAM, a necessary component in a wide variety of electronics which artificially raised prices. The class included equipment manufacturers, franchise distributors and purchasers.

RESULT: $375 million settlement.

Optical Disk Drives

Hagens Berman fought on behalf of consumers in a lawsuit filed against Philips, Pioneer and others for artificially inflating the price of ODDs for consumers.

RESULT: $180 million in total settlements reclaimed for consumers.

Lithium Ion Batteries

Hagens Berman filed a class-action lawsuit against some of the largest electronics manufacturers including Sony, Samsung and Panasonic for illegally fixing the price of lithium ion batteries, pushing costs higher for consumers. Defendants collectively controlled between 60 to 90 percent of the market for lithium-ion batteries between 2000 and 2011 and used that power to fix battery prices.

RESULT: $65 million in total settlements against multiple defendants.

AC Nielsen

Represented Information Resources, Inc. ("IRI"), in a suit claiming that AC Nielsen's anti-competitive practices caused IRI to suffer significant losses.

RESULT: $55 million settlement.

Dairy Products

The firm filed a class-action suit against several large players in the dairy industry, including the National Milk Producers Federation, Dairy Farmers of America, Land O'Lakes, Inc., Agri-Mark, Inc. and Cooperatives Working Together (CWT) that together produce nearly 70 percent of the milk consumed in the United States. The suit alleging that the groups conspired to fix the price of milk throughout the United States through an organized scheme to limit production, involving the needless and premature slaughtering of 500,000 cows.

RESULT: $52 million settlement on behalf of consumers in 15 states and the District of Columbia who purchased dairy products.

Toys "R" Us Baby Products

The firm brought this complaint on behalf of consumers claiming Toys "R" Us and several baby product manufacturers violated provisions of the Sherman Antitrust Act by conspiring to inflate prices of high-end baby products, including car seats, strollers, high chairs, crib bedding, breast pumps and infant carriers. The suit asked the court to end what it claims are anti-competitive activities and seeks damages caused by the company's actions.

RESULT: $35.5 million settlement.

PRACTICE AREAS

Antitrust

EA Madden

Class action claimed that video game giant Electronic Arts used exclusive licensing agreements with various football organizations to nearly double the price of several of its games.

RESULT: $27 million settlement and imposed limits on EA's ability to pursue exclusive licensing agreements.

Resistors Antitrust Litigation

Hagens Berman is co-lead lead counsel, representing direct purchasers of linear resistors (a device in electronics used to limit electric current) against an alleged cartel of manufacturers who conspired to limit linear resistor price competition for nearly a decade. The case is in its early stages and discovery is ongoing.

Nespresso

Hagens Berman has assumed responsibility for a large antitrust case against Nespresso, a leading single-serve espresso and coffee maker, for its anticompetitive efforts to exclude environmentally friendly, biodegradable coffee capsules from the market.

In May 2010, our client Ethical Coffee Company ("ECC") sought to introduce an environmentally sound and more economical coffee capsule to be used in Nespresso's widely used coffee makers. It manufactured a single-use coffee capsule that did not contain harmful aluminum found in Nespresso's capsules. Nespresso knew that ECC posed a formidable challenge to its business model, which relied on captive consumers buying coffee capsules only from Nespresso. With a captive market, Nespresso could continue to charge consumers an inflated price, and continue to use the aluminum capsules that harm the environment.

The U.S. Court has already ruled that these claims can proceed to discovery. Hagens Berman anticipates damages associated with Nespresso's actions to be in the hundreds of millions of dollars.

PRACTICE AREAS

Automotive - Non-Emissions Cases

In litigating cases we strive to make an impact for a large volume of consumers, especially those who fall victim to the gross negligence and oversight of some of the nation's largest entities: automakers. Hagens Berman's automotive litigation team has been named a 2016 Practice Group of the Year by Law360, highlighting its "eye toward landmark matters and general excellence," in this area of law.

The federal court overseeing the massive multi-district litigation against Toyota appointed the firm to co-lead one of the largest consolidations of class-action cases in U.S. history. The litigation combined more than 300 state and federal suits concerning acceleration defects tainting Toyota vehicles. Hagens Berman and its two co-lead firms were selected from more than 70 law firms applying for the role. Since then, the firm's automotive practice area has grown by leaps and bounds, pioneering new investigations into defects, false marketing and safety hazards affecting millions of drivers across the nation.

The firm was recently named to the National Law Journal's list of Elite Trial Lawyers for its work fighting corporate wrongdoing in the automotive industry. The firm's auto team members who worked on Toyota were also named finalists for Public Justice's Trial Lawyer of the Year award.

General Motors Ignition Switch Litigation

Co-lead counsel in high-profile case on behalf of millions of owners of recalled GM vehicles affected by a safety defect linked to more than 120 fatalities. The suit alleges GM did not take appropriate measures, despite having prior knowledge of the defect. The case is pending, and most recently, the Supreme Court refused to hear GM's appeal regarding the pending suits when it claimed the cases were barred by its 2009 bankruptcy.

Toyota Sudden, Unintended Acceleration Litigation

Co-lead counsel for the economic loss class in this lawsuit filed on behalf of Toyota owners alleging a defect causes vehicles to undergo sudden, unintended acceleration. In addition to safety risks, consumers suffered economic loss from decreased value of Toyota vehicles following media coverage of the alleged defect.

RESULT: Settlement package valued at up to $1.6 billion, which was at the time the largest automotive settlement in history.

MyFord Touch

Hagens Berman represents owners of Ford vehicles equipped with MyFord Touch, an in-car communication and entertainment package, who claim that the system is flawed, putting drivers at risk of an accident while causing economic hardship for owners. The complaint cites internal Ford documents that purportedly show that 500 of every 1,000 vehicles have issues involving MyFord Touch due to software bugs, and failures of the software process and architecture. Owners report that Ford has been unable to fix the problem, even after repeated visits. A federal judge overseeing the case recently certified nine subclasses of owners of affected vehicles in various states.

Nissan Quest Accelerator Litigation

Represented Nissan Quest minivan owners who alleged that their vehicles developed deposits in a part of the engine, causing drivers to apply increased pressure to push the accelerator down.
RESULT: Settlement providing reimbursement for cleanings or replacements and applicable warranty coverage.

Hyundai Kia MPG

Hagens Berman sued Hyundai and Kia on behalf of owners after the car manufacturers overstated the MPG fuel economy ratings on 900,000 of its cars. The suit seeks to give owners the ability to recover a lump-sum award for the lifetime extra fuel costs, rather than applying every year for that year's losses.
RESULT: $255 million settlement. Lump-sum payment plan worth $400 million on a cash basis, and worth even more if owners opt for store credit (150 percent of cash award) or new car discount (200 percent of cash award) options.

PRACTICE AREAS

Automotive - Non-Emissions Cases

BMW i3 REx

Hagens Berman is representing BMW owners in a national class-action lawsuit, following reports that BMW's i3 REx model electric cars contain a defect that causes them to suddenly and without warning lose speed and power mid-drive, putting drivers and passengers at risk of crash and injury.

Fiat Chrysler Gear Shifter Rollaway Defect

Hagens Berman has filed a national class-action lawsuit representing owners of Jeep Grand Cherokee, Chrysler 300 and Dodge Charger vehicles. The lawsuit states that Fiat Chrysler fraudulently concealed and failed to remedy a design defect in 811,000 vehicles that can cause cars to roll away after they are parked, causing injuries, accidents and other serious unintended consequences.

Ford Shelby GT350 Mustang Overheating

Hagens Berman represents owners of certain 2016 Shelby GT350 Mustang models in a case alleging that Ford has sold these vehicles as track cars built to reach and sustain high speeds, but failed to disclose that the absence of a transmission and differential coolers can greatly diminish the vehicle's reported track capabilities. Shelby owners are reporting that this defect causes the vehicle to overheat and go into limp mode, while in use, even when the car is not being tracked

Tesla AP2 Defect

The firm represents Tesla owners in a lawsuit against the automaker for knowingly selling nearly 50,000 cars with nonfunctional Enhanced Autopilot AP2.0 software that still has not met Tesla's promises, including inoperative Standard Safety Features on affected models sold in Q4 2016 and Q1 2017.

PRACTICE AREAS

Automotive - Emissions Litigation

Having played a lead role in the record-breaking Volkswagen diesel emissions case, Hagens Berman knew the story wasn't over. Since the Dieselgate scandal began, the firm has uniquely dedicated resources to uncovering cheating devices used by other automakers. The firm has become a trailblazer in this highly specialized realm, outpacing federal agencies in unmasking fraud in emissions reporting.

When news broke in 2015 of Volkswagen's massive diesel emissions-cheating scandal, Hagens Berman was the first firm in the nation to file suit against the automaker for its egregious fraud, going on to represent thousands of owners in litigation and take a leading role on the Plaintiffs' Steering Committee that would finalize a $14.7 billion, record-breaking settlement for owners. Since this case emerged, Hagens Berman has been on the forefront of emissions litigation, relying on our legal team's steadfast and intensive investigative skills to unearth many other emissions-cheating schemes perpetrated by General Motors, Fiat Chrysler, Mercedes and other automakers, staying one step ahead of government regulators in our pursuit of car manufacturers that have violated emissions standards and regulations, as well as consumer confidence.

Hagens Berman's managing partner, Steve Berman, has dedicated the firm's resources to upholding the rights of consumers and the environment, becoming a one-man EPA. The firm is uniquely dedicated to this cause, and is the only firm that has purchased an emission testing machine to determine if other diesel car manufacturers install similar cheating devices, bringing new cases based on the firm's own research, time and testing.

Volkswagen Diesel Emissions Litigation

Hagens Berman was the first firm in the nation to file a lawsuit against Volkswagen for its emissions fraud, seeking swift remedies for consumers affected by Volkswagen's fraud and violation of state regulations. The firm was named to the Plaintiffs' Steering Committee leading the national fight against VW, Porsche and Audi on behalf of owners and lessors of affected vehicles, and also served as part of the Settlement Negotiating team.

RESULT: The largest automotive settlement in history, $14.7 billion.

Volkswagen Dealers Litigation

Hagens Berman served as lead counsel in a first-of-its-kind lawsuit brought by a franchise dealer. Three family-owned Volkswagen dealers filed a class action against VW stating that it intentionally defrauded dealers by installing so-called "defeat devices" in its diesel cars, and separately carried out a systematic, illegal pricing and allocation scheme that favored some dealers over others and illegally channeled financing business to VW affiliate, Volkswagen Credit, Inc. The settlement garnered nearly unanimous approval of dealers, with 99 percent participation in the settlement.

RESULT: $1.67 billion in benefits to Volkswagen dealers.

Mercedes BlueTEC Emissions Litigation

Judge Jose L. Linares appointed the firm as interim class counsel in this class-action case against Mercedes concerning emissions of its BlueTEC diesel vehicles. Hagens Berman currently represents thousands of vehicle owners who were told by Mercedes that their diesel cars were "the world's cleanest and most advanced diesel," when in fact testing at highway speeds, at low temperatures, and at variable speeds, indicate a systemic failure to meet emissions standards. Low temperature testing at highway speeds for example, produced emissions that were 8.1 to 19.7 times the highway emissions standard. The lawsuit adds that testing at low temperatures at variable speeds produced emissions as high as 30.8 times the standard.

PRACTICE AREAS

Automotive - Emissions Litigation

Chevy Cruze Diesel Emissions Litigation

Hagens Berman filed a class-action lawsuit against Chevrolet (a division of General Motors) for installing emissions-cheating software in Cruze Clean Turbo Diesel cars, forcing consumers to pay high premiums for vehicles that pollute at illegal levels. While Chevy marketed these cars as a clean option, the firm's testing has revealed emissions released at up to 13 times the federal standard. In a recent ruling, U.S. District Judge Thomas L. Ludington upheld claims brought by owners.

Audi Emissions Litigation

Hagens Berman unearthed additional emissions-cheating by Audi, affecting its gasoline 3.0-liter vehicles. The firm's investigation shows that the newly discovered defeat device is installed in gasoline engines and changes how the transmission operates when testing is detected to lower CO2 emissions, but otherwise allows excessive CO2 emissions in normal, on-road driving.

Fiat Chrysler EcoDiesel Emissions Litigation

The firm is leading charges against Fiat Chrysler that it sold hundreds of thousands of EcoDiesel-branded vehicles that release illegally high levels of NOx emissions, despite explicitly selling these "Eco" diesels to consumers who wanted a more environmentally friendly vehicle. Hagens Berman was the first firm in the nation to uncover this scheme and file against Fiat Chrysler on behalf of owners of Dodge RAM 1500 and Jeep Grand Cherokee EcoDiesel vehicles. Following the firm's groundbreaking suit, the EPA took notice, filing formal accusations against Fiat Chrysler.

Dodge RAM 2500/3500 Diesel Emissions Litigation

According to the firm's investigation, Dodge has sold hundreds of thousands of Dodge RAM 2500 and 3500 trucks equipped with Cummins diesel engines that release illegally high levels of NOx emissions at up to 14 times the legal limit. This defect causes certain parts to wear out more quickly, potentially costing owners between $3,000 and 5,000 to fix. The firm is leading a national class action against Fiat Chrysler for knowingly inducing consumers to pay premium prices for vehicles that fail to comply with federal regulations, and ultimately lead to higher costs of repairs for purchasers.

General Motors Duramax Emissions Litigation

Hagens Berman recently pioneered another instance of diesel emissions fraud. The firm's independent testing revealed that GM had installed multiple emissions-masking defeat devices in its Duramax trucks, including Chevy Silverado and GMC Sierra models, in a cover-up akin to Volkswagen's Dieselgate concealment. In real world conditions the trucks emit 2 to 5 times the legal limit of deadly NOx pollutants, and the emissions cheating devices are installed in an estimated 705,000 affected vehicles.

PRACTICE AREAS

Civil and Human Rights

Hagens Berman has represented individuals and organizations in difficult civil rights challenges that have arisen in the past two decades. In doing so, we have managed cases presenting complex legal and factual issues that are often related to highly charged political and historical events. Our clients have included such diverse communities as World War II prisoners of war, conscripted civilians and entire villages.

In this cutting-edge practice area, the firm vigilantly keeps abreast of new state and national legislation and case-law developments. We achieve positive precedents by zealously prosecuting in our clients' interests. Some examples of our work in this area include:

World Trade Organization Protests

During the 1999 World Trade Organization (WTO) protests in Seattle, tens of thousands of Seattle citizens became targets after Seattle officials banned all forms of peaceful protest. Seattle police attacked anyone found in the designated "no protest" zones with rubber bullets and tear gas. Hundreds of peaceful protesters were arrested and incarcerated without probable cause for up to four days. The firm won a jury trial on liability and ultimately secured a settlement from Seattle officials after filing a class action alleging violations of the First and Fourth Amendments.

Hungarian Gold Train

Following the firm's representation of former forced and enslaved laborers for German companies in the Nazi Slave Labor Litigation, Hagens Berman led a team of lawyers against the U.S. on behalf of Hungarian Holocaust survivors in the Hungarian Gold Train case. The suit claimed that, during the waning days of World War II, the Hungarian Nazi government loaded plaintiffs' valuable personal property onto a train, which the U.S. Army later seized, never returning the property to its owners and heirs.

Dole Bananas

Hagens Berman filed suit against the Dole Food Company, alleging that it misled consumers about its environmental record. The complaint alleged that Dole purchased bananas from a grower in Guatemala that caused severe environmental damage and health risks to local residents. Dole ultimately agreed to take action to improve environmental conditions, collaborating with a non-profit group on a water filtration project for local communities.

PRACTICE AREAS

Consumer Protection - General Class Litigation

Hagens Berman is a leader in protecting consumers, representing millions in large-scale cases that challenge unfair, deceptive and fraudulent practices.

We realize that consumers suffer the brunt of corporate wrongdoing and have little power to hold companies responsible or to change those tactics. We believe that when backed by a tenacious spirit and determination, class action cases have the ability to serve as a powerful line of defense in consumer protection.

Hagens Berman pursues class litigation on behalf of clients to confront fraudulent practices that consumers alone cannot effectively dispute. We make consumers' concerns a priority, collecting consumer complaints against suspected companies and exploring all avenues for prosecution.

Hagens Berman's legacy of protecting consumer rights reflects the wide spectrum of scams that occur in the marketplace. The cases that we have led have challenged a variety of practices such as:

- False, deceptive advertising of consumer products and services
- False billing and over-charging by credit card companies, banks, telecommunications providers, power companies, hospitals, insurance plans, shipping companies, airlines and Internet companies
- Deceptive practices in selling insurance and financial products and services such as life insurance and annuities
- Predatory and other unfair lending practices, and fraudulent activities related to home purchases

A few case examples are:

- **Expedia Hotel Taxes and Service Fees Litigation**
  Hagens Berman led a nationwide class-action suit arising from bundled "taxes and service fees" that Expedia collects when its consumers book hotel reservations. Plaintiffs alleged that by collecting exorbitant fees as a flat percentage of the room rates, Expedia violated both the Washington Consumer Protection Act and its contractual commitment to charge as service fees only "costs incurred in servicing" a given reservation.
  RESULT: Summary judgment in the amount of $184 million. The case settled for cash and consumer credits totaling $123.4 million.

- **Stericycle**
  The firm served as court-appointed lead counsel in a class-action lawsuit against Stericycle alleging that the company violated contracts and defrauded them by hundreds of millions of dollars through an automatic price-increasing scheme. In February of 2017, a federal judge certified a nationwide consumer class. The class had more than 246,000 class members, with damages estimated preliminarily at $608 million.
  RESULT: $295 million settlement

- **Tenet Healthcare**
  In a pioneering suit filed by Hagens Berman, plaintiffs alleged that Tenet Healthcare charged excessive prices to uninsured patients at 114 hospitals owned and operated by Tenet subsidiaries in 16 different states.
  RESULT: Tenet settled and agreed to refund to class members amounts paid in excess of certain thresholds over a four-and-a-half year period.

PRACTICE AREAS

Consumer Protection - General Class Litigation

Wells Fargo Force-Placed Insurance

Hagens Berman brought a case against Wells Fargo alleging it used "force-placed" insurance clauses in mortgage agreements, a practice that enables the bank to charge homeowners insurance premiums up to 10 times higher than normal rates. **RESULT:** Hagens Berman reached a settlement in this case, under which all class members will be sent checks for more than double the amount of commissions that Wells Fargo wrongfully extracted from the force placement of insurance on class members' properties.

Consumer Insurance Litigation

Hagens Berman has pioneered theories to ensure that in first- and third-party contexts consumers and health plans always receive the treatment and benefits to which they are entitled. Many of our cases have succeeded in expanding coverage owed and providing more benefits; recovering underpayments of benefits; and returning uninsured/underinsured premiums from the misleading tactics of the insurer.

PRACTICE AREAS

Consumer Protection - Drug and Supplement Litigation

Hagens Berman aggressively pursues pharmaceutical industry litigation, fighting against waste, fraud and abuse in healthcare. For decades, pharmaceutical manufacturers have been among the most profitable companies in America. But while pharmaceutical companies become richer, consumers, health plans and insurers pay higher costs for prescription and over-the-counter drugs and supplements. We shine the light of public scrutiny on this industry's practices and represent individuals, direct and indirect purchasers, and the nation's most forward-thinking public-interest groups.

The firm's pharmaceutical and dietary supplement litigation practice is second to none in the nation in terms of expertise, commitment and landmark results. Hagens Berman's attorneys have argued suits against dozens of major drug companies and the firm's aggressive prosecution of pharmaceutical industry litigation has recovered more than $1 billion in gross settlement funds.

RECENT ANTITRUST RESOLUTIONS

In the last few years, Hagens Berman – as lead or co-lead class counsel – has garnered significant settlements in several antitrust cases involving prescription drugs. In each case, the plaintiffs alleged that a manufacturer of a brand-name drug violated federal or state antitrust laws by delaying generic competitors from coming to market, forcing purchasers to buy the more expensive brand name version instead of the generic equivalent. Examples of our recent successes include:

Flonase Antitrust Litigation

Hagens Berman represented purchasers in this case alleging pharmaceutical giant GlaxoSmithKline filed petitions to prevent the emergence of generic competitors to its drug Flonase, all to overcharge consumers and purchasers of the drug, which would have been priced lower had a generic competitor been allowed to come to market.

RESULT: $150 million class settlement.

Prograf Antitrust Litigation

Hagens Berman represented purchasers who alleged Astellas Pharma US, Inc. unlawfully maintained its monopoly and prevented generic competition for Prograf, an immunosuppressant used to help prevent organ rejection in transplant patients, harming purchasers by forcing them to pay inflated brand name prices for longer than they should have absent the anticompetitive conduct.

RESULT: The parties' motion for final approval of the $98 million class settlement is under advisement with the court.

Relafen Antitrust Litigation

Hagens Berman filed a class-action lawsuit against GlaxoSmithKline, SmithKline Beecham Corporation, Beecham Group PLC and SmithKline Beecham PLC, on behalf of consumers and third-party payors who purchased the drug Relafen or its generic alternatives. The suit alleged that the companies who manufacture and sell Relafen unlawfully obtained a patent which allowed them to enforce a monopoly over Relafen and prevented competition by generic prescription drugs, causing consumers to pay inflated prices for the drug.

RESULT: Under the terms of the settlement, the defendants will pay damages of $75 million to those included in the class. Of the total settlement amount, $25 million will be allocated to consumers and $50 million will be used to pay the claims of insurers and other third-party payors.

PRACTICE AREAS

Consumer Protection - Drug and Supplement Litigation

Skelaxin Antitrust Litigation

The firm represented purchasers in this case alleging King Pharmaceuticals LLC and Mutual Pharmaceutical Company alleging conspired to suppress generic competition and preserve King's monopoly in the market for the brand name muscle relaxant Skelaxin.

RESULT: $73 million class settlement.

Tricor Antitrust

In June 2005, Hagens Berman filed an antitrust lawsuit on behalf of a class of consumers and third party payors against pharmaceutical manufacturers Abbott Laboratories and Fournier Industries concerning the brand name cholesterol drug Tricor. HBSS was appointed co-lead class counsel by the Court.

RESULT: $65.7 million recovery for consumers and third party payers who sued Abbott Laboratories and Fournier Industies in an antitrust action concerning the cholesterol drug Tricor.

FRAUDULENT DRUG PRICING RESOLUTIONS

Hagens Berman has led many complex cases that take on fraud and inflated drug prices throughout the U.S. This includes sweeping manipulation of the average wholesale price benchmark used to set prices for prescription drugs nationwide, fraudulent marketing of prescription drugs and the rampant use of co-pay subsidy cards that drive up healthcare costs. These efforts have led to several significant settlements:

McKesson and First DataBank Drug Litigation

The firm discovered a far-reaching fraud by McKesson and became lead counsel in this RICO case against McKesson and First DataBank, alleging the companies fraudulently inflated prices of more than 400 prescription drugs.

RESULT: $350 million settlement and a four percent rollback on the prices of 95 percent of the nation's retail branded drugs, the net impact of which could be in the billions of dollars. The states and federal government then used Hagens Berman's work to bring additional suits. Hagens Berman represented several states and obtained settlements three to seven times more than that of the Attorneys General. Almost $1 billion was recovered from the McKesson fraud.

Average Wholesale Price Drug Litigation

Hagens Berman served as co-lead counsel and lead trial counsel in this sprawling litigation against most of the nation's largest pharma companies, which alleges defendants artificially inflated Average Wholesale Price.

RESULT: Approximately $338 million in class settlements. Hagens Berman's work in this area led to many state governments filing suit and hundreds of millions in additional recovery.

FRAUDULENT MARKETING RESOLUTIONS

Hagens Berman also litigates against drug companies that fraudulently promote drugs for uses not approved by the Food and Drug Administration (FDA), commonly known as "off-label" uses. We also litigate cases against dietary supplement manufacturers for making false claims about their products. Recent successes include:

Neurontin Third Party Payor Litigation

Hagens Berman served as co-lead trial counsel in this case alleging that Pfizer fraudulently and unlawfully promoted the drug Neurontin for uses unapproved by the FDA.

RESULT: A jury returned a $47 million verdict in favor of a single third-party payor plaintiff, automatically trebled to $142 million, and the court recently approved a $325 million class settlement.

Lupron

Hagens Berman prosecuted a lawsuit against TAP Pharmaceuticals Products, Inc. on behalf of a class of consumers and third-party payors who purchased the drug Lupron. The suit charged that TAP Pharmaceutical Products, Inc., Abbott Laboratories and Takeda Pharmaceutical Company Limited conspired to fraudulently market, sell and distribute Lupron, causing consumers to pay inflated prices for the drug.

RESULT: Judge Richard Stearns issued a preliminary approval of the proposed settlement between TAP Pharmaceuticals and the class. Under the terms of the settlement, $150 million will be paid by TAP on behalf of all defendants.

PRACTICE AREAS

Consumer Protection - Drug and Supplement Litigation

Celebrex/Bextra

Hagens Berman filed a class-action lawsuit against Pfizer on behalf of individual consumers and third-party payors who paid for the drug Bextra. The firm was praised by Judge Breyer for its "unstinting" efforts on behalf of the class, adding, "The attorneys on both sides were sophisticated, skilled, professional counsel whose object was to zealously pursue their clients' interest, but not at the cost of abandoning the appropriate litigation goals, which were to see, whether or not, based upon the merits of the cases, a settlement could be achieved."

RESULT: $89 million settlement.

Vioxx Third Party Payor Marketing and Sales Practices Litigation

The firm served as lead counsel for third party payors in the Vioxx MDL, alleging that Merck & Co. misled physicians, consumers and health benefit providers when it touted Vioxx as a superior product to other non-steroidal anti-inflammatory drugs. According to the lawsuit,

The drug had no benefits over less expensive medications, but carried increased risk of causing cardiovascular events.

RESULT: $80 million settlement.

Serono Drug Litigation

Hagens Berman served as lead counsel for a class of consumers and third party payors in a suit alleging that global biotechnology company Serono, Inc. schemed to substantially increase sales of the AIDS drug Serostim by duping patients diagnosed with HIV into believing they suffered from AIDS-wasting and needed the drug to treat that condition.

RESULT: $24 million settlement.

Bayer Combination Aspirin/Supplement Litigation

Hagens Berman served as lead counsel on behalf of consumers in a suit alleging that Bayer Healthcare LLC deceptively marketed Bayer® Women's Low-Dose Aspirin + Calcium, an 81 mg aspirin pill combined with calcium, and Bayer® Aspirin With Heart Advantage, an 81 mg aspirin pill combined with phytosterols. Plaintiffs alleged that Bayer overcharged consumers for these products or that these products should not have been sold, because these products were not FDA-approved, could not provide all advertised health benefits, and were inappropriate for long-term use.

RESULT: $15 million settlement.

OTHER LANDMARK CASES

New England Compounding Center Meningitis Outbreak

In 2012, the Center for Disease Control confirmed that New England Compounding Center sold at least 17,000 potentially tainted steroid shots to 75 clinics in 23 states across the country, resulting in more than 64 deaths and 751 cases of fungal meningitis, stroke or paraspinal/peripheral joint infection. HBSS attorneys Thomas M. Sobol and Kristen A. Johnson serve as Court-appointed Lead Counsel for the Plaintiffs' Steering Committee on behalf of plaintiff-victims in MDL 2419 consolidated before The Honorable Ray W. Zobel in the United States District Court for the District of Massachusetts.

RESULT: $100 million settlement.

PRACTICE AREAS

Employment Litigation

Hagens Berman takes special interest in protecting workers from exploitation or abuse. We take on race and gender discrimination, immigrant worker issues, wage and hour issues, on-the-job injury settlements and other crucial workplace issues.

Often, employees accept labor abuses or a curbing of their rights because they don't know the law, respect their superiors or fear for their jobs. We act on behalf of employees who may lack the individual power to bring about meaningful change in the workplace. We take a comprehensive approach to rooting out systemic employee abuses through in-depth investigation, knowledgeable experts and fervent exploration of prosecution strategies. Hagens Berman is a firm well-versed in taking on complicated employee policies and bringing about significant results. Representative cases include:

CB Richard Ellis Sexual Harassment Litigation

Filed a class action against CB Richard Ellis, Inc., on behalf of 16,000 current and former female employees who alleged that the company fostered a climate of severe sexual harassment and discriminated against female employees by subjecting them to a hostile, intimidating and offensive work environment, also resulting in emotional distress and other physical and economic injuries to the class.

RESULT: An innovative and unprecedented settlement requiring changes to human resources policies and procedures, as well as the potential for individual awards of up to $150,000 per class member. The company agreed to increase supervisor accountability, address sexually inappropriate conduct in the workplace, enhance record-keeping practices and conduct annual reviews of settlement compliance by a court appointed monitor.

Costco Wholesale Corporation Wage & Hour Litigation

Filed a class action against Costco Wholesale Corporation on behalf of 2,000 current and former ancillary department employees, alleging that the company misclassified them as "exempt" executives, denying these employees overtime compensation, meal breaks and other employment benefits.

RESULT: $15 million cash settlement on behalf of the class.

Washington State Ferry Workers Wage Litigation

Represented "on-call" seamen who alleged that they were not paid for being "on call" in violation of federal and state law.

RESULT: Better working conditions for the employees and rearrangement in work assignments and the "on-call" system.

SunDance Rehabilitation Corporation

Filed a class action against SunDance challenging illegal wage manipulation, inconsistent contracts and other compensation tricks used to force caregivers to work unpaid overtime.

RESULT: $3 million settlement of stock to be distributed out of the company's bankruptcy estate.

Schneider National Carriers - Regional Drivers

The firm represents a certified class of regional drivers in a suit filed against Schneider National Carriers, claiming that the company failed to pay its workers for all of their on duty time devoted to a variety of work tasks, including vehicle inspections, fueling, and waiting on customers and assignments. The suit also claims that the company does not provide proper meal and rest breaks and the company is liable for substantial penalties under the California Labor Code.

RESULT: A $28 million settlement on behalf of drivers.

Schneider National Carriers - Mechanics

Hagens Berman filed a class-action lawsuit alleging that Schneider National Carriers failed to provide mechanics with proper overtime compensation, meal and rest break premiums, and accurate wage statements as required by California law.

RESULT: In March of 2013, the case was settled on terms mutually acceptable to the parties.

PRACTICE AREAS

Employment Litigation

Swift Transportation Co. of Arizona LLC

The firm represents a certified class of Washington-based truck drivers against Swift Transportation. The suit alleges that Swift failed to pay the drivers overtime and other earned wages in violation of Washington state law.

An agreement to settle the case was granted preliminary approval in October 2018. Final approval is pending.

PRACTICE AREAS

Environmental Litigation

Since Hagens Berman's founding, the firm has sought to work toward one simple goal: work for the greater good. Hagens Berman has established a nationally recognized environmental litigation practice, having handled several landmark cases in the Northwest, the nation and internationally.

Hagens Berman believes that protecting and restoring our environment from damage caused by irresponsible and illegal corporate action is some of the most rewarding work a law firm can do. As our firm has grown, we have established an internationally recognized environmental litigation practice.

SCIENCE AND THE LAW

Hagens Berman's success in environmental litigation stems from a deep understanding of the medical and environmental science that measures potential hazards. That expertise is translated into the courtroom as our attorneys explain those hazards to a judge or jury in easily understood terms.

ENVIRONMENTAL EXPERTS

Our firm's fostered deep relationships with top-notch environmental experts result in resonating arguments and court victories, as well as thoroughly researched and vetted investigations.

REAL IMPACTS

Environmental law is a priority at our firm and we have taken an active role in expanding this practice area. In 2003, Steve Berman and his wife Kathy worked with the University of Washington to create the Kathy and Steve Berman Environmental Law Clinic, giving law students the training and opportunities needed to become hands-on advocates for the environment.

Hagens Berman's significant environmental cases include:

Exxon Valdez Oil Spill Litigation

Hagens Berman represented various classes of claimants, including fisherman and businesses located in Prince William Sound and other impacted areas who were damaged by one of the worst oil spills in United States history.

RESULT: A $5 billion judgment was awarded by a federal jury, and a $98 million settlement was achieved with Alyeska, the oil company consortium that owned the output of the pipeline.

Chinook Ferry Litigation

The firm represented a class of property owners who challenged Washington State Ferries' high-speed operation of a new generation of fast ferries in an environmentally sensitive area of Puget Sound. Two of the ferries at issue caused environmental havoc and property damage, compelling property owners to act. A SEPA study conducted in response to the suit confirmed the adverse environmental impacts of the fast ferry service

RESULT: A $4.4 million settlement resulted that is among the most favorable in the annals of class litigation in Washington state.

Grand Canyon Litigation

The firm represented the Sierra Club in a challenge to a Forest Service decision to allow commercial development on the southern edge of the Grand Canyon National Park.

RESULT: The trial court enjoined the project.

Kerr-McGee Radiation Case

The firm brought a class action on behalf of residents of West Chicago, Illinois who were exposed to radioactive uranium tailings from a rare earth facility operated by Kerr-McGee.

RESULT: A medical monitoring settlement valued in excess of $5 million

Skagit Valley Flood Litigation

Hagens Berman represented farmers, homeowners and businesses who claimed damages as a result of the 1990 flooding of this community. The case was in litigation for ten years and involved a jury trial of more than five months.

RESULT: Following the entry of 53 verdicts against Skagit County, the trial court entered judgments exceeding $6.3 million. Ultimately, the State Supreme Court reversed this judgment. Despite this reversal, the firm is proud of this representation and believes that the Supreme Court erred.

PRACTICE AREAS

Environmental Litigation

Idaho Grass Burning Case

In 2002, Hagens Berman brought a class-action lawsuit on behalf of Idaho residents who claimed grass-burning farmers released more than 785 tons of pollutants into the air, including concentrations of polycyclic aromatic hydrocarbons (PAHs), proven carcinogens. Burning the fields annually caused serious health problems, especially to those with respiratory ailments such as cystic fibrosis and asthma. The suit also asserted that Idaho's grass burning policies are far below the standards of other states such as neighboring Washington, where farmers use other techniques to remove grass residue from the fields.

RESULT: The lawsuit settled in 2006 under confidential terms.

Dole Bananas Case

The firm took on Dole Food Company Inc. in a class-action lawsuit claiming the world's largest fruit and vegetable company lied to consumers about its environmental record and banana-growing practices. The suit alleged that Dole misrepresented its commitment to the environment in selling bananas from a Guatemalan banana plantation that did not comply with proper environmental practices.

RESULT: The suit culminated in 2013. Dole and non-profit organization Water and Sanitation Health, Inc. collaborated on a water filter project to assist local communities in Guatemala.

Diesel Emissions Litigation

Second to none in uncovering emissions-cheating, the firm has dedicated its time and resources to breaking up the dirty diesel ring. After filing the first lawsuit in the country against Volkswagen, Audi and Porsche for its massive Dieselgate scandal in 2015, the firm went on to unmask emissions-cheating devices installed in vehicles made by Fiat Chrysler, Mercedes and General Motors and continues to investigate diesel cars for excessive, illegal and environmentally harmful levels of emissions.

RESULT: The firm's independently researched active cases have led to investigations by the EPA, DOJ and European authorities.

San Francisco and Oakland Climate Change Litigation

Hagens Berman represents the cities of San Francisco and Oakland, Calif. in two lawsuits filed against BP, Chevron Corp., Exxon Mobil Corp., Royal Dutch Shell PLC and ConocoPhillips alleging that the Big Oil giants are responsible for the cities' costs of protecting themselves from global warming-induced sea level rise, including expenses to construct seawalls to protect the two cities' more than 5 million residents. The newly filed case seek an order requiring defendants to abate the global warming-induced sea level rise by funding an abatement program to build sea walls and other infrastructure. Attorneys for the cities say this abatement fund will be in the billions.

Florida Sugarcane Burning

Hagens Berman filed a class-action lawsuit against the sugar industry's largest entities on behalf of residents of various areas and townships of Florida that have long suffered from the corporations' wildly hazardous and damaging methods of harvesting sugarcane. The lawsuit states that this outdated method of harvesting has wreaked havoc on these Florida communities. The wildly archaic method of harvesting brings devastating toxic smoke and ash, often called "black snow," raining onto poor Florida communities for six months of the year. The lawsuit's defendants, commonly known as Big Sugar, farm sugarcane on approximately 400,000 acres in the area south and southeast of Lake Okeechobee.

Kivalina Global Warming Litigation

A tiny impoverished Alaskan village of Inupiat Eskimos took action against some of the world's largest greenhouse gas offenders, claiming that contributions to global warming are leading to the destruction of their village and causing erosion to the land that will eventually put the entire community under water. Hagens Berman, along with five law firms and two non-profit legal organizations, filed a suit against nine oil companies and 14 electric power companies that emit large quantities of greenhouse gases into the atmosphere. The lawsuit alleged their actions resulted in the destruction of protective ice, exposing the village to severe storms that destroy the ground the village stands on. Relocating the village of Kivalina could cost between $95 and $400 million, an expense the community cannot afford.

Cane Run Power Plant Coal Ash Case

In 2013, Hagens Berman filed a class-action lawsuit against Louisville Gas and Electric Company alleging it illegally dumped waste from a coal-fired power plant onto neighboring property and homes where thousands of Kentucky residents live. According to the complaint, Louisville Gas and Electric Company's Cane Run Power Plant is fueled by the burning of coal, which also produces coal combustion byproducts—primarily fly ash and bottom ash—that contain significant quantities of toxic materials, including arsenic, chromium and lead. The dust spewed by Cane Run contains known carcinogens, posing significant potential health hazards.

PRACTICE AREAS

Governmental Representation

Hagens Berman has been selected by public officials to represent government agencies and bring civil law enforcement and damage recoupment actions designed to protect citizens and the treasury. We understand the needs of elected officials and the obligation to impartially and zealously represent the interests of the public, are often chosen after competitive bidding and have been hired by officials from across the political spectrum.

Hagens Berman has assisted governments in recovering billions of dollars in damages and penalties from corporate wrongdoers and, in the process, helped reform how some industries do business. In serving government, we are often able to leverage the firm's expertise and success in related private class-action litigation. Successes on behalf of government clients include:

Big Tobacco

We represented 13 states in landmark Medicaid-recoupment litigation against the country's major tobacco companies. Only two states took cases to trial – Washington and Minnesota. The firm served as trial counsel for the state of Washington, becoming only one of two private firms in the entire country to take a state case to trial.

Hagens Berman was instrumental in developing what came to be accepted as the predominant legal tactic to use against the tobacco industry: emphasizing traditional law enforcement claims such as state consumer protection, antitrust and racketeering laws. This approach proved to be nearly universally successful at the pleading stage, leaving the industry vulnerable to a profits-disgorgement remedy, penalties and double damages. The firm also focused state legal claims on the industry's deplorable practice of luring children to tobacco use.

RESULT: $260 billion for state programs, the largest settlement in the history of civil litigation in the U.S.

McKesson Average Wholesale Price Litigation

This litigation is yet another example of fraudulent drug price inflation impacting not just consumers and private health plans, but public health programs such as Medicaid and local government-sponsored plans as well.

RESULT: Hagens Berman has started the AWP class action, which resulted in many states filing cases. The firm represented several of those states in successful litigation.

McKesson Government Litigation

On the heels of Hagens Berman's class action against McKesson, the firm led lawsuits by states (Connecticut, Utah, Virginia, Montana, Arizona).

RESULT: These states obtained recoveries three to seven times larger than states settling in the multi-state Attorneys General settlement. In addition, the firm obtained $12.5 million for the City of San Francisco and $82 million for a nationwide class of public payors.

Zyprexa Marketing & Sales Practices Litigation - Connecticut

Hagens Berman served as outside counsel to then-Attorney General Richard Blumenthal in litigation alleging that Lilly engaged in unlawful off-label promotion of the atypical antipsychotic Zyprexa. The litigation also alleged that Lilly made significant misrepresentations about Zyprexa's safety and efficacy, resulting in millions of dollars in excess pharmaceutical costs borne by the State and its taxpayers.

RESULT: $25 million settlement.

General Motors Ignition Switch Litigation

Hagens Berman is pleased to be assisting the Arizona Attorney General in its law enforcement action versus GM, as well as the district attorney of Orange County, California who filed a consumer protection lawsuit against GM, claiming the automaker deliberately endangered motorists and the public by intentionally concealing widespread, serious safety defects.

PRACTICE AREAS

Governmental Representation

State Opioid Litigation

Hagens Berman was hired to assist multiple municipalities in lawsuits brought against large pharmaceutical manufacturers including Purdue Pharma, Cephalon, Janssen Pharmaceuticals, Endo Health Solutions and Actavis charging that these companies and others deceived physicians and consumers about the dangers of prescription painkillers.

The firm was first hired by California governmental entities for the counties of Orange and Santa Clara. The state of Mississippi also retained the firm's counsel in its state suit brought against the manufacturer of opioids. The suit alleges that the pharma companies engaged in tactics to prolong use of opioids despite knowing that opioids were too addictive and debilitating for long-term use for chronic non-cancer pain.

In a third filing, Hagens Berman was retained as trial counsel for the state of Ohio. Filed on May 31, 2017, the firm is assisting the Ohio Attorney General's office in its case against five opioid makers. Ohio Attorney General Mike DeWine stated that "drug companies engaged in fraudulent marketing regarding the risks and benefits of prescription opioids which fueled Ohio's opioid epidemic," and that "these pharmaceutical companies purposely misled doctors about the dangers connected with pain meds that they produced, and that they did so for the purpose of increasing sales."

Municipal Lending

Hagens Berman represents the cities of Los Angeles and Miami in a series of lawsuits filed against the nation's largest banks, including CitiGroup, JP Morgan, Wells Fargo and Bank of America alleging that they engage in systematic discrimination against minority borrowers, resulting in reduced property tax receipts and other damages to the cities. The suits seek damages for the City, claiming that the banks' alleged discriminatory behavior resulted in foreclosures, causing a reduction of property tax revenues and increased municipal service costs.

PRACTICE AREAS

Intellectual Property

The Hagens Berman intellectual property team has deep experience in all aspects of intellectual property litigation. We specialize in complex and significant damages cases against some of the world's largest corporations.

The firm is primarily engaged in patent infringement litigation at this time. We seek to represent intellectual property owners, including inventors, universities, non-practicing entities, and other groups whose patent portfolios represents a significant creative and capital investment.

Our current and recent engagements include the following:

Bombadier Inc.

The firm represented Arctic Cat Inc. in patent infringement litigation against Bombardier Recreational Products and BRP U.S. Inc. The complaint alleges that Bombardier's Sea-Doo personal watercraft infringe Arctic Cat's patents covering temporary steerable thrust technology used when the rider turns in off-throttle situations.

RESULT: Florida U.S. District Judge Beth Bloom issued a final judgment of $46.7 million against defendants, trebling initial damages of $15.5 million awarded in a unanimous jury verdict.

Angry Birds

Hagens Berman represented a Seattle artist who filed a lawsuit against Hartz Mountain Corporation – one of the nation's largest producers of pet-related products – claiming the company illegally sold the artist's trademarked Angry Birds pet toy line to video game giant Rovio Entertainment Ltd, robbing her of millions of dollars of royalty fees.

RESULT: The case settled under confidential terms, which the firm found to be extremely satisfactory for the plaintiff.

Samsung, LG, Apple

The firm represents FlatWorld Interactives LLC in patent litigation against Samsung, LG and Apple. The complaints allege that the defendants' mobile handsets, tablets, media players and other devices infringe a FlatWorld patent covering the use of certain gestures to control touchscreen displays.

RESULT: The case settled.

Oracle

The firm represents Thought Inc. against Oracle Corporation in a suit alleging infringement of seven patents covering various aspects of middleware systems providing application to database mapping, reading and persistence.

Salesforce

The firm represents Applications in Internet Time LLC in patent litigation against Salesforce Inc. The suit alleges that our client's patents cover the core architecture of Salesforce's platform for developing, customizing, and updating cloud-based software applications.

Nintendo

The firm represented Japan-based Shinsedai Company in patent infringement litigation against Nintendo. The suit alleged that our client's patents were infringed by various sports games for the Nintendo Wii.

Unlike other intellectual property firms, Hagens Berman only represents plaintiffs. This reduces the risk of potential conflicts of interest which often create delays in deciding whether or not to take a case at larger firms.

PRACTICE AREAS

Intellectual Property

Electronic Arts

Hagens Berman represents the original software developer of the Electronic Arts (EA) NFL Madden Football video game series in a suit alleging that he is owed royalties on EA Madden NFL titles as well as other derivative products. We prevailed in two trials against EA, and the verdicts were designated as the Top Verdict of the Year (2013) by The Daily Journal. The judgment is on appeal and if upheld will return for a final damages phase.

Hagens Berman is also skilled in other aspects of intellectual property law, including trademark, trade dress, trade secret and copyright litigation.

PRACTICE AREAS

Investor Fraud - Individual and Class Action Litigation

Investing is a speculative business involving assessment of a variety of risks that can only be properly weighed with full disclosure of accurate information. No investor should suffer undue risk or incur losses due to misrepresentations related to their investment decisions.

Our attorneys work for institutional and individual investors defrauded by unscrupulous corporate insiders and mutual funds. The firm vigorously pursues fraud recovery litigation, forcing corporations and mutual funds to answer to deceived investors.

Hagens Berman is one of the country's leading securities litigation firms advising clients in both individual and class-action cases. The firm has experience, dedication and a team with the horsepower required to drive complex cases to exemplary outcomes. Our attorneys are authorities in an array of issues unique to federal and state securities statutes and related laws. We use a variety of highly experienced experts as an integral part of our prosecution team. Successes on behalf of our investor clients include:

Charles Schwab Securities Litigation

Lead counsel, alleging fraud in the management of the Schwab YieldPlus mutual fund.

RESULT: $235 million class settlement for investors.

Oppenheimer

Additional counsel for lead plaintiffs in class action alleging Oppenheimer misled investors regarding its Champion and Core Bond Funds.

RESULT: $100 million for the classes.

Tremont

Co-lead counsel in a case alleging Tremont Group Holdings breached its fiduciary duties by turning over $3.1 billion to Bernard Madoff. On Sept. 14, 2015, after nearly two years of negotiations and mediation, the court granted final approval of the plan of allocation and distribution of the funds which markets estimate could yield investors as much as $1.45 billion.

RESULT: $100 million settlement between investors, Tremont and its affiliates.

Boeing

Uncovered critical production problems with the 777 airliner documented internally by Boeing, but swept under the rug until a pending merger with McDonnell Douglas was completed.

RESULT: Record-breaking settlement of more than $92.5 million.

J.P. Morgan – Madoff

Case alleges that banking and investment giant J.P. Morgan was complicit in aiding Bernard Madoff's Ponzi scheme. Investors claim that J.P. Morgan operated as Bernard L. Madoff Investment Securities LLC's primary banker for more than 20 years.

RESULT: $218 million settlement amount for the class and a total of $2.2 billion paid from JPMorgan that will benefit victims of Madoff's Ponzi scheme.

Morrison Knudsen

Filed a shareholder class action, alleging that MK's senior officers concealed hundreds of millions in losses.

RESULT: More than $63 million for investors.

Raytheon/Washington Group

Charged Raytheon with deliberately misrepresenting the true financial condition of Raytheon Engineers & Constructors division in order to sell this division to the Washington Group at an artificially inflated price.

RESULT: $39 million settlement.

U.S. West

Represented shareholders of U.S. West New Vector in a challenge to the proposed buyout of minority shareholders by U.S. West.

RESULT: The proposed buyout was stayed, and a settlement was achieved, resulting in a $63 million increase in the price of the buyout.

PRACTICE AREAS

Investor Fraud - Individual and Class Action Litigation

Our current casework includes:

Theranos Investor Litigation

Hagens Berman represents Theranos investors in a lawsuit that states that Theranos and its officers set in motion a publicity campaign to raise billions of dollars for Theranos and themselves, and to induce investors to invest in Theranos, all the while knowing that its "revolutionary" blood test technology was essentially a hoax. The suit filed against the company, its CEO Elizabeth Holmes and Ramesh Balwani, alleges that Theranos' statements to investors were built on false statements. At the crux of the court's recent decision to uphold the investor case against Theranos was a finding that while plaintiffs did not directly purchase their securities from defendants, claims made by Theranos, Holmes and Balwani constituted fraud.

Aequitas Investor Litigation

The firm represents a group of investors alleging that national law firm Sidley Austin LLP, Oregon law firm Tonkon Torp LLP and accounting firms Deloitte & Touche LLP and EisnerAmper LLP violated Oregon securities laws by participating or materially aiding in misrepresentations made by Aequitas Management LLC and contributing to a $350 million Ponzi scheme. Investors state, amongst other allegations, that in 2011 Aequitas began purchasing loan receivables from Corinthian College Inc. and had bought the rights to collect $444 million in loans. Investment managers hid the details of the transactions from investors, and deceived them when Corinthian's business was hit with regulatory challenges in 2014. When Corinthcollapsed in May 2015, the investment group and its managers continued to sell securities and used the money to pay off other investors and fund a lavish lifestyle, until Aequitas ultimately imploded in 2017, the investors claim.

China MediaExpress

Hagens Berman represents investors in a case against China MediaExpress, which purported to be the owner of a network of advertising terminals on buses throughout China. The case alleges that the company and its auditor (Deloitte Touche Tohmatsu) participated in accounting fraud that ultimately led to the demise of the company. In early 2014, the court entered a default judgment in the amount of $535 million and certified a proposed class against China Media Express Holdings Inc. The case will proceed separately against Deloitte Touche Tohmatsu.

On May 6, 2015 Hagens Berman obtained a $12 million settlement from Deloitte Touche Tohmatsu, one of the largest settlements against an auditor in a Chinese "reverse merger" case which is now awaiting final approval from the court.

Altisource Asset Management Corporation

The firm was appointed lead counsel in this institutional investor lawsuit brought on behalf of purchasers of Altisource Asset Management Corporation (AAMC). The complaint alleges that AAMC misrepresented or outright concealed its relationship with these companies and the extent to which the interconnected entities engaged in conflicted transactions with themselves. Estimates of class-wide damages are in the hundreds of millions of dollars. The firm recently filed the consolidated complaint and motions to dismiss are pending before the U.S. District Court for the District of the Virgin Islands.

WHISTLEBLOWERS

In an effort to curb Wall Street excesses, Congress passed the Dodd-Frank Wall Street Reform and Consumer Protection Act, which built vigorous whistleblower protections into the legislation known as the "Wall Street Tip-Off Law." The law empowers the U.S. Securities and Exchange Commission to award between 10 and 30 percent of any monetary sanctions recovered in excess of $1 million to whistleblowers who provide information leading to a successful SEC enforcement. It also provides similar rewards for whistleblowers reporting fraud in the commodities markets.

Hagens Berman represents whistleblowers with claims involving violations of the Securities Exchange Act and the Commodities Exchange Act. Unlike traditional whistleblower firms who have pivoted into this area, Hagens Berman has a strong background and history of success in securities, antitrust and other areas of fraud enforcement, making us an ideal partner for these cases. Our matters before the SEC/CFTC include a range of claims, including market manipulation and fraudulent financial statements.

PRACTICE AREAS

Investor Fraud - Institutional Investor Portfolio Monitoring and Recovery Services

Hagens Berman is a leading provider of specialized securities litigation services to public, private and Taft-Hartley pension funds. We offer proprietary and unparalleled asset protection and recovery services to both foreign and domestic institutions. Our institutional services provide participants with the ability to identify, investigate and react to potential wrongdoing by companies in which the institution invests.

PORTFOLIO MONITORING. Timely information and analysis are the critical ingredients of a successful fraud recovery program. Institutions must receive quick, reliable determinations concerning the source and extent of their losses, the likelihood of recoupment and the best manner for pursuing it. Our Portfolio Monitoring Service provides these services at no cost to participating institutions. The Hagens Berman Portfolio Monitoring Service has three primary components:

TRACKING. Alerts clients of any significant portfolio losses due to suspected fraud.

ANALYSIS. Provide clients with necessary legal and factual analyses regarding possible recovery options, removing from the institution any burden connected with scrutinizing myriad instances of potential wrongdoing and attempt to decipher whether direct, recoverable injuries have resulted.

REPORTING. Attorneys and forensic accounting fraud experts deliver a concise monthly report that furnishes comprehensive answers to these inquiries. On a case-by-case basis, the report specifies each of the securities in which the client lost a significant amount of money, and matches those securities with an analysis of potential fraud likelihood, litigation options and an expert recommendation on how best to proceed for maximum recovery.

Our Portfolio Monitoring Service performs its functions with almost no inconvenience to participating institutions. A client's custodian bank provides us with records detailing the client's transactions from the prior several years and on a regular basis thereafter. Importantly, none of the institution's own personnel is required to share in this task, as we acquire the information directly from the custodian bank.

We provide our Portfolio Monitoring service with no strings attached and allow our clients to act without cost or commitment. In instances where a litigation opportunity arises, we believe our skills make us the ideal choice for such a role, although the client is free to choose others.

When a portfolio loses money because of corporate deception, our litigation services seek to recover a substantial percentage of those losses, thereby increasing a fund's performance metric. As fiduciaries, money managers may not have the ability or desire to risk funds on uncertain litigation using typical hourly-rate law firms. Hagens Berman seeks to minimize the burden on the money manager by pursuing cases on a contingent-fee basis.

PRACTICE AREAS

Personal Injury and Abuse

For nearly two decades, Hagens Berman's blend of professional expertise and commitment to our clients has made our firm one of the most well-respected and successful mass tort and personal injury law firms in the nation. We deliver exceptional results for our clients by obtaining impressive verdicts and settlements in personal injury litigation.

Our attorneys have experience in wrongful death, brain injury and other catastrophic injury cases, as well as deep experience in social work negligence, medical malpractice, nursing home negligence and sexual abuse cases.

Hagens Berman also has unparalleled experience in very specific areas of abuse law, recovering damages on behalf of some of the most vulnerable people in our society.

Sexual Abuse Litigation Hagens Berman has represented a wide spectrum of individuals who have been victims of sexual abuse, including children and developmentally disabled adults. We treat each case individually, with compassion and attention to detail and have the expertise, resources and track record to stand up to the toughest opponents. In the area of sexual abuse, our attorneys have obtained record-breaking verdicts, including the largest personal injury verdict ever upheld by an appellate court in the state of Washington. More about Hagens Berman's sexual abuse practice ca be found on the following page.

Nursing Home Negligence Nursing home negligence is a growing problem throughout the nation. As our population ages, reports of elder abuse and nursing home negligence continue to rise. Today, elder abuse is one of the most rapidly escalating social problems in our society. Hagens Berman is uniquely qualified to represent victims of elder abuse and nursing home negligence. Our attorneys have secured outstanding settlements in this area of the law and have committed to holding nursing homes accountable for wrongdoing.

Social Work Negligence Social workers play a critical role in the daily lives of our nation's most vulnerable citizens. Social workers, assigned to protect children, the developmentally disabled and elderly adults, are responsible for critical aspects of the lives of tens of thousands of citizens who are unable to protect themselves. Many social workers do a fine job. Tragically, many do not. The results are often catastrophic when a social worker fails to monitor and protect his or her vulnerable client. All too often, the failure to protect a child or disabled citizen leads to injury or sexual victimization by predators. With more than $40 million in recoveries on behalf of vulnerable citizens who were neglected by social workers, Hagens Berman is the most experienced, successful and knowledgeable group of attorneys in this dynamic area of the law.

Workplace Injury While many workplace injury claims are precluded by workers compensation laws, many instances of workplace injury are caused by the negligence and dangerous oversight of third parties. In these instances, victims may have valid claims. Hagens Berman's personal injury legal team has successfully brought many workplace injury claims, holding third parties liable for our clients' serious bodily injuries.

Medical Malpractice Litigating a medical malpractice case takes acute specialization and knowledge of medical treatments and medicine. Notwithstanding these facts, Hagens Berman pursues meritorious medical malpractice claims in instances where clients have suffered life-altering personal injuries. Our firm's personal injury attorneys handle medical malpractice cases with the dedication and detail necessary to make victims whole. Hagens Berman is very selective in accepting medical malpractice cases and has been successful in recovering significant compensation for victims of medical error and negligence.

PRACTICE AREAS

Sexual Abuse and Harassment

Hagens Berman's attorneys recently achieved a nationwide sexual harassment settlement on behalf of 16,000 women and also tried the first ever sexual harassment case in Washington state, and has represented women violated by Harvey Weinstein, as well as USC alumnae abused by the university's former gynecologist, Dr. George Tyndall. Our firm is committed to protecting and empowering individuals.

At Hagens Berman, we believe no one is above the law, and that no position of power should shield someone from being held accountable.

Right now, we are witnessing the silencing, belittling and abuse that women everywhere in this nation are subjected to. They are subjected to a system that does not respect them. The backlash against the brave survivors who have stepped forward to report sexual assault is unacceptable.

We believe survivors. Our firm's sexual harassment attorneys have protected their rights for decades throughout their legal careers, and we are dedicated to upholding the rights of the most vulnerable. Women should be heard, respected and protected from systemic abuse.

Sexual harassment is present and pervasive in many workplaces, industries and professional environments, and has damaged the lives and careers of countless individuals. It affects hundreds of thousands of women and men in the U.S., 51 percent of which are harassed by an authority figure, making it harder to come forward for fear of retaliation.

All too often, acts of sexual harassment and sexual misconduct are protected by systemic cover-ups by companies and organized agreements between those in power. Particular industries are more susceptible to these cover-ups including: entertainment and sports media, STEM, law enforcement, food service, politics, military, tech, finance, hospitality and transportation. But sexual harassment is pervasive in many other environments and is often obscured from view for years.

In these industries, victims are routinely subjected to widespread policies and practices that create an environment promoting quid pro quo arrangements in which victims feel pressured to take part in sexual acts and feel powerless against unwanted advancements. Victims are also often punished for not taking part.

The firm has represented women violated by Harvey Weinstein, as well as USC alumnae abused by the university's former gynecologist, Dr. George Tyndall, tried the first ever sexual harassment case in Washington state, and achieved a nationwide sexual harassment settlement on behalf of 16,000 women.

Representative sexual harassment successes and cases on behalf of our clients include:

› USC, Dr. Tyndall Sexual Harassment

In May of 2018, Hagens Berman filed a class-action lawsuit against the University of Southern California (USC) and Dr. George Tyndall, the full-time gynecologist at USC's student health clinic. Tyndall sexually harassed, violated and engaged in wildly inappropriate behavior with female students who sought his medical care, according to news outlets, which stated he saw tens of thousands of female patients during his time at USC.

Official complaints of Dr. Tyndall's behavior began to surface at USC in the 1990s, but despite the university's knowledge of Dr. Tyndall's behavior, it did not report him to the agency responsible for protecting the public from problem doctors. USC did nothing, for decades, as more and more female students were sent into Dr. Tyndall's office.

The settlement's three-tier structure allows class members to

PRACTICE AREAS

Sexual Abuse and Harassment

choose how much they want to engage with the claims process. Those who do not want to revisit a private, traumatic event can simply keep the guaranteed Tier 1 payment of $2,500. Those who choose to provide additional information in a claim form about their experience with Tyndall and how it affected them are eligible for up to $20,000 and those who choose to provide an interview are eligible for up to $250,000. The special master and her team of experts will evaluate claims and allocate awards to Tier 2 and Tier 3 claimants. This focus on choice ensures that all class members receive compensation while giving each class member the autonomy to decide for herself how involved she wants to be in the settlement process.

The class-action settlement also goes beyond monetary compensation and forces USC to implement real changes to their policies and procedures to help ensure that what happened at USC does not happen again.

RESULT: $215 million settlement

Harvey Weinstein Sexual Harassment

In a first-of-its-kind class-action lawsuit, Hagens Berman represented women on behalf of a class of all victims who were harassed or otherwise assaulted by Harvey Weinstein, seeking to hold him and his co-conspirators accountable for a years-long pattern of sexual harassment and cover-ups.

The lawsuit, filed Nov. 15, 2017, in the U.S. District Court for the Central District of California states that Miramax and The Weinstein Company (which Weinstein co-founded) facilitated Weinstein's organized pattern of predatory behavior, equating to an enterprise that violates the Racketeer Influenced and Corrupt Organizations Act, commonly referred to as the RICO Act, the same law brought against members of the Mafia for organized criminal behavior.

The lawsuit brought various charges against Weinstein and his companies for violating the RICO Act, mail and wire fraud, assault, civil battery, negligent supervision and retention, and intentional infliction of emotional distress.

RESULT: Settlement reached

Fairfax Behavioral Health

Attorneys from Hagens Berman filed a class-action complaint on behalf of a proposed class of hundreds of patients that were arbitrarily strip-searched and video recorded while receiving treatment for mental illness at one of three Fairfax locations in Washington state.

The suit's named plaintiff recalls being ordered to undress for an invasive strip-search when she presented for inpatient admission, even after disclosing her history of sexual abuse to the staff member. She was not given a gown or towel to cover up during the search, and the staff member watched her undress and left the door open where other staff members could see her.

Video cameras were located in the hallway, the holding area outside bathroom, and the room where the strip search was conducted. The cameras recorded her undressing and the strip-search.

The complaint states that Fairfax's practices—and its failure to limit the discretion of its staff—means that a substantial number of its mental health patients do not have reasonable access to inpatient care for mental health disorders.

CB Richard Ellis Sexual Harassment Litigation

Filed a class action against CB Richard Ellis, Inc., on behalf of 16,000 current and former female employees who alleged that the company fostered a climate of severe sexual harassment and discriminated against female employees by subjecting them to a hostile, intimidating and offensive work environment, also resulting in emotional distress and other physical and economic injuries to the class.

RESULT: An innovative and unprecedented settlement requiring changes to human resources policies and procedures, as well as the potential for individual awards of up to $150,000 per class member. The company agreed to increase supervisor accountability, address sexually inappropriate conduct in the workplace, enhance record-keeping practices and conduct annual reviews of settlement compliance by a court appointed monitor.

PRACTICE AREAS

Sexual Abuse and Harassment

King County Child Sex Abuse

Hagens Berman represented the victim of eight years of sexual abuse as a minor, at the hands of her brother-in-law. The lawsuit states that from 2005 to 2012, the case's defendant repeatedly sexually abused Hagens Berman's client. She was only eleven years old when the abuse began and was a minor during the entire duration of the abuse. In 2013, the state of Washington charged Willis with three counts of child molestation, to which he pled guilty. Court documents state, "Joshua Blaine Willis used his position of trust, confidence, or fiduciary responsibility to facilitate the commission of the … offense[s]…"

Court documents in the civil case filed in June of 2017 detail Willis' highly disgusting and horrifying actions including groping and molestation, exposing himself and other highly sexual and inappropriate behavior.

Following the years of sexual abuse, Hagens Berman's client suffers from Post-Traumatic Stress Disorder and the court awarded damages for treatment of her condition and other emotional distress, as well as loss of earning capacity and other economic damages in her "struggle with consistency and stability."

RESULT: $4,031,000 judgment awarded in a King County Superior Court

State of Washington Sexual Assault, DSHS

Our client, a disabled Spokane, Wash. woman, was a patient at Eastern State Hospital. The hospital assigned a male nurse to provide one-on-one care and supervision for our client. The nurse trapped our client in a laundry room and raped her. Hagens Berman determined that the nurse, a state employee, had been reprimanded and accused on previous occasions of sexual assault of vulnerable patients. Hagens Berman initiated a negligence and civil rights lawsuit against the hospital and its administrators for failing to protect our client from a known sexual predator and for allowing that predator to remain on staff with the responsibility to care for vulnerable patients.

RESULT: $2.5 million settlement

Workplace Sexual Harassment & Other Investigations

Sexual harassment is present and pervasive in many workplaces. It affects hundreds of thousands of women and men in the U.S., 51 percent of which are harassed by a supervisor, making it harder to come forward for fear of retaliation.

All too often, sexual harassment in the workplace is protected by systemic cover-ups by companies and those in power. Particular industries are more susceptible to these cover-ups including: commercial real estate, law enforcement, politics, military, tech, entertainment, sports media, finance, restaurants and hospitality, advertising and trucking.

In these industries, employees are routinely subjected to widespread policies that create an environment promoting quid pro quo arrangements in which they feel pressured to take part in sexual acts and feel powerless against unwanted advancements. Employees are also often punished for not taking part.

Hagens Berman is also investigating sexual harassment and abuse in various specific areas of study, including STEM programs. The also maintains a keen watch over various work environments that are statistically prone to instances of misconduct. These include hospitality, college campuses and research labs, boarding schools and the entertainment industry, especially within the area of professional music.

The firm remains committed to uncovering instances of sexual harassment in the workplace, and within fields of study and areas prone to harboring misconduct and abusive behavior.

PRACTICE AREAS

Sports Litigation

Hagens Berman has one of the nation's most highly regarded sports litigation law practices. Our attorneys are the vanguard of new and innovative legal approaches to protect the rights of professional and amateur athletes in cases against large, well-financed interests, including the National Collegiate Athletic Association (NCAA), the National Football League (NFL), the Fédération Internationale de Football Association (FIFA) and other sports governing institutions.

NCAA: Scholarships/Grants-In-Aid (GIAs)

In a first-of-its-kind antitrust action and potentially far-reaching case, Hagens Berman filed a class-action affecting approximately 40,000 Division I collegiate athletes who played men's or women's basketball, or FBS football, brought against the NCAA and its most powerful members, including the Pac-12, Big Ten, Big-12, SEC and ACC, claiming they violated federal antitrust laws by drastically reducing the number of scholarships and financial aid student-athletes receive to an amount below the actual cost of attendance and far below what the free market would bare.

The case resulted in a $208.9 million settlement, bringing an estimated average amount of $6,500 to each eligible class member who played his or her sport for four years.

In March of 2019, the firm as co-lead trial counsel on the injunctive aspect of the case which resulted in a change of NCAA rules limiting the financial treatment of athletes, and in a unanimous 9-0 Supreme Court Victory, the injunctive portion of the case also resulted in a monumental victory for plaintiffs. The Court ruled that NCAA college athletes should legally be able to receive compensation from schools or conferences for athletic services other than cash compensation untethered to education-related expenses, prohibiting the NCAA from enforcing rules limiting those payments. The media called the firm's victory in the scholarships case against the NCAA a "major ruling" (ABC World News Tonight), that "will change the game" (ABC Good Morning America), "...the highest court left the NCAA unhoused and naked, with nothing left but its pretensions," (The Washington Post), it "delivered a heavy blow," (AP), and leaves the NCAA "more vulnerable than ever."

NCAA: Concussions

Cases of particular nationwide interest for fans, athletes and the general public involve numerous cases filed by Hagens Berman against the NCAA. Recently, the firm took on the NCAA for its failure to prevent concussions and protect student-athletes who suffered concussions. Steve Berman served as lead counsel in multi-district litigation and led the firm to finalize a settlement bringing sweeping changes to the NCAA's approach to concussion treatment and prevention. The core settlement benefits include a 50-year medical monitoring program overseen by a medical science committee appointed by the court that will screen and track concussions, funded by a $70 million medical monitoring fund, paid by the NCAA and its insurers. Examinations include neurological and neurocognitive assessments to evaluate potential injuries.

The settlement also mandates significant changes to and enforcement of the NCAA's concussion management policies and return-to-play guidelines. All players will now receive a seasonal, baseline test to better assess concussions sustained during the season. All athletes who have sustained a concussion will now need to be cleared before returning to play. A medical professional trained in the diagnosis of concussions will be present at all games involving contact-sports. The settlement also creates reporting mandates for concussions and their treatment.

Player Name, Image & Likeness Rights in Videogames

Hagens Berman attorneys represented student-athletes who claimed that the NCAA illegally used student-athletes' names, images and likenesses in Electronic Arts' popular NCAA Football, Basketball and March Madness video game series reached a

PRACTICE AREAS

Sports Litigation

combined $60 million settlement with the NCAA and EA, marking the first time the NCAA has agreed to a settlement that pays student-athletes for acts related to their participation in athletics. Settlement checks were sent to about 15,000 players, with average amounts of $1,100 and some up to $7,600.

The firm began this case with the knowledge that the NCAA and member schools were resolute in keeping as much control over student-athletes as possible, and fought hard to ensure that plaintiffs would not be exploited for profit, especially by the organization that vowed to prevent the college athletes from exploitation.

The firm also represented NFL legend Jim Brown in litigation against EA for improperly using his likeness in its NFL video games, culminating in a $600,000 voluntary judgment offered by the video game manufacturer.

Continued NIL Litigation

Hagens Berman has continued efforts against the NCAA in an additional pending antitrust case regarding NIL rights. In June 2020, the firm filed its case against the NCAA claiming the institution had knowingly violated federal antitrust laws in abiding by a particular subset of NCAA amateurism rules that prohibit college-athletes from receiving anything of value in exchange for the commercial use of their name and likeness. The firm holds that the NCAA's regulations illegally limiting the compensation that Division I college athletes may receive for the use of their names, images, likenesses and athletic reputations.

In unanimously upholding the rights of NCAA athletes in Alston, Justice Gorsuch wrote the NCAA had sought "immunity from the normal operation of the antitrust laws," and Justice Kavanaugh stated, "The NCAA is not above the law." The firm looks forward to continuing to uphold that same sentiment in regard to NCAA athlete name, image and likeness rights.

In July 2021, following the firm's victory in the Alston case, the NCAA chose to temporarily lift rules restricting certain NIL deals in what the firm believes will be the first step in another massive change in college sports to support college athletes.

FIFA/U.S. Soccer: Concussions

Several soccer players filed a class action against U.S. soccer's governing bodies, which led to life-changing safety measures brought to millions of U.S. youth soccer players. Players represented by Hagens Berman alleged these groups failed to adopt effective policies to evaluate and manage concussions, leaving millions of players vulnerable to long-lasting brain injury.

The settlement against six of the largest youth soccer organizations completely eliminates heading for youth soccer's youngest players, greatly diminishing risks of concussions and traumatic head injuries. Prior to the settlement, no rule limited headers in children's soccer.

It also sets new benchmarks for concussion measurement and safety protocols, and highlights the importance of on-staff medical personnel at youth tournaments. Under the settlement, youth players who have sustained a concussion during practice or a game will need to follow certain return-to-play protocols before they are allowed to play again. Steve Berman, a youth soccer coach, has seen first-hand the settlement's impacts and life-changing effects every time young athletes take to the field.

NCAA: Transfer Antitrust

Hagens Berman has taken on the NCAA for several highly recruited college athletes whose scholarships were revoked after a coaching change, or after the student-athletes sought to transfer to another NCAA-member school. The suit claims the organization's limits and transfer regulations violate antitrust law.

The firm's case hinges on a destructive double-standard. While Non-student-athletes are free to transfer and are eligible for a new scholarship without waiting a year, and coaches often transfer to the tune of a hefty pay raise, student-athletes are penalized and forced to sit out a year before they can play elsewhere, making them much less sought after by other college athletic programs. Hagens Berman continues to fights for student-athletes' rights to be treated fairly and terminate the NCAA's anticompetitive practices and overbearing regulations that limit players' options and freedoms.

PRACTICE AREAS

Sports Litigation

Pop Warner

Hagens Berman represented youth athletes who have suffered traumatic brain injuries due to gross negligence, and filed a lawsuit on behalf of former Pop Warner football player Donnovan Hill and his mother Crystal Dixon. The suit claims that the league insisted Hill use improper and dangerous tackling techniques which left the then 13-year-old paralyzed from the neck down.

Hagens Berman sought to hold Pop Warner, its affiliates, Hill's coaches and members of the Lakewood Pop Warner board of directors accountable for the coaches' repeated and incorrect instruction that Hill and his teammates tackle opposing players by leading with the head. In January of 2016, the firm reached a settlement on behalf of Donnovan and his mother, the details of which were not made public. Sadly, months later, 17-year-old Donnovan passed away. The firm believes that his case will continue to have a lasting impact on young athletes for generations and will help ensure safety in youth sports.

MLB Foul Ball Injuries

Hagens Berman filed a class-action lawsuit on behalf of baseball fans, seeking to extend safety netting to all major and minor league ballparks from foul pole to foul pole. The suit alleges that tens of millions attend an MLB game annually, and every year fans of all ages, but often children, suffer horrific and preventable injuries, such as blindness, skull fractures, severe concussions and brain hemorrhages when struck by a fast-moving ball or flying shrapnel from a shattered bat. The lawsuit was dismissed with the court ruling that the plaintiffs lacked standing because the chance of getting hit by a ball is remote.

In December of 2015, MLB's commissioner Rob Manfred issued a recommendation to all 30 MLB teams to implement extended safety measures, including additional safety netting at ballparks. While the firm commends the league for finally addressing the serious safety issue at stake, the firm continues to urge MLB and its commissioner to make these more than recommendations to help end senseless and avoidable injuries to baseball's biggest fans. We believe our case sparked the eventual move to netting. After one of the owners of the Mariners belittled Steve for having filed the case, the firm happily saw the addition of netting extended to the foul poles at T-Mobile Park in the firm's headquarters of Seattle.

Other Cases

In addition to its class actions, Hagens Berman has filed several individual cases to uphold the rights of athletes and ensure a fair and safe environment. The firm has filed multiple individual cases to address concussions and other traumatic head injuries among student-athletes at NCAA schools and in youth sports. Hagens Berman continues to represent the interests of athletes and find innovative and effective applications of the law to uphold players' rights.

The firm has also brought many concussions cases on behalf of individual athletes, challenging large universities and institutions for the rights those who have suffered irreversible damage due to gross negligence and lack of even the most basic concussion-management guidelines.

PRACTICE AREAS

Whistleblower Litigation

Hagens Berman represents whistleblowers under various programs at both the state and federal levels. All of these whistleblower programs reward private citizens who blow the whistle on fraud. In many cases, whistleblowers report fraud committed against the government and may sue those individuals or companies responsible, helping the government recover losses.

Our depth and reach as a leading national plaintiffs' firm with significant success in varied litigation against industry leaders in finance, health care, consumer products, and other fields causes many whistleblowers to seek us to represent them in claims alleging fraud against the government.

Our firm also has several former prosecutors and other government attorneys in its ranks and has a long history of working with governments, including close working relationships with attorneys at the U.S. Department of Justice. The whistleblower programs under which Hagens Berman pursues cases include:

FALSE CLAIMS ACT

Under the federal False Claims Act, and more than 30 similar state laws, a whistleblower reports fraud committed against the government, and under the law's *Qui Tam* provision, may file suit on its behalf to recover lost funds. False claims acts are one of the most effective tools in fighting Medicare and Medicaid fraud, defense contractor fraud, financial fraud, under-payment of royalties, fraud in general services contracts and other types of fraud perpetrated against governments.

The whistleblower initially files the case under seal, giving it only to the government and not to the defendant, which permits the government to investigate. After the investigation, the government may take over the whistleblower's suit, or it may decline. If the government declines, the whistleblower can proceed alone on his or her behalf. In successful suits, the whistleblower normally receives between 15 and 30 percent of the government's recovery as a reward.

Since 1986, federal and state false claims act recoveries have totaled more than $22 billion. Some examples of our cases brought under the False Claims Act include:

- **In U.S. ex rel. Lagow v. Bank of America**
  Represented former District Manager at Landsafe, Countrywide Financial's mortgage appraisal arm, who alleged systematic abuse of appraisal guidelines as a means of inflating mortgage values.
  RESULT: The case was successful, ultimately triggering a settlement of $1 billion, and our client received a substantial reward.

- **In U.S. ex rel. Mackler v. Bank of America**
  Represented a whistleblower who alleged that Bank of America failed to satisfy material conditions of its government contract to provide homeowners mortgage relief under the HAMP program.
  RESULT: The case succeeded and was settled as part of the 2012 global mortgage settlement, resulting in an award to our client.

- **In U.S. ex rel. Horwitz v. Amgen**
  Represented Dr. Marshall S. Horwitz, who played a key role in uncovering an illegal scheme to manipulate the scientific record regarding two of Amgen's blockbuster drugs.
  RESULT: $762 million in criminal and civil penalties levied by the U.S. Department of Justice and an award to our client.

- **In U.S. ex rel. Thomas v. Sound Inpatient Physicians Inc. and Robert A. Bessler**
  Represented a former regional vice president of operations for Sound Physicians, who blew the whistle on Sound's alleged misconduct.
  RESULT: Tacoma-based Sound Physicians agreed to pay the United States government $14.5 million.

- **In U.S. ex rel. Plaintiffs v. Center for Diagnostic Imaging Inc.**
  In May 2010, Hagens Berman joined as lead trial counsel a qui tam lawsuit on behalf of two whistleblowers against Center for

PRACTICE AREAS

Whistleblower Litigation

Diagnostic Imaging, Inc. (CDI), alleging that CDI violated anti-kickback laws and defrauded federally funded health programs by presenting false claims for payment.

RESULT: In 2011, the government intervened in the claims, which the company settled for approximately $1.3 million. The government declined to intervene, however, in the no-written-orders and kickback claims, leaving those claims for the whistleblowers and their counsel to pursue on their own. The non-intervened claims settled for an additional $1.5 million payment to the government.

Medtronic

On Feb. 19, 2008 the court unsealed a qui tam lawsuit brought by Hagens Berman against Medtronic, one of the world's largest medical technology companies, for fraudulent medical device applications to the FDA and off-label promotion of its biliary devices.

RESULT: The case settled in 2012 for an amount that remained under seal.

SECURITIES AND EXCHANGE COMMISSION / COMMODITY FUTURES TRADING COMMISSION

Since implementation of the SEC/CFTC Dodd Frank whistleblower programs in 2011, Hagens Berman has naturally transitioned into representation of whistleblowers with claims involving violations of the Securities Exchange Act and the Commodities Exchange Act.

Unlike the False Claims Act, whistleblowers with these new programs do not initially file a sealed lawsuit. Instead, they provide information directly to the SEC or the CFTC regarding violations of the federal securities or commodities laws. If the whistleblower's information leads to an enforcement action, they may be entitled to between 10 and 30 percent of the recovery.

The firm currently represents HFT whistleblower and market expert, Haim Bodek, in an SEC fraud whistleblower case that prompted the U.S. Securities and Exchange Commission to bring record-breaking fines against two exchanges formerly owned by Direct Edge Holdings (and since acquired by Bats Global Markets, the second-largest financial exchange in the country). The exchanges agreed to pay $14 million to settle charges that the exchanges failed to accurately and completely disclose how order types functioned on its exchanges and for selectively providing such information only to certain high-frequency trading firms.

Hagens Berman also represents an anonymous whistleblower who brought his concerns and original analysis related to the May 2, 2010 Flash Crash to the CFTC after hundreds of hours spent analyzing data and other information.

Both the U.S. Commodity Futures Trading Commission (CFTC) and the Department of Justice, in separate criminal and civil enforcement actions, brought charges of market manipulation and spoofing against Nav Sarao Futures Limited PLC (Sarao Futures) and Navinder Singh Sarao (Sarao) based on the whistleblower's information.

Hagens Berman has worked alongside government officials and regulators, establishing the credibility necessary to bring a case to the SEC or CFTC. When Hagens Berman brings a claim, we work hard to earn their respect and regulators pay attention.

A few of the firm's most recent whistleblower cases in this area include:

EDGA Exchange Inc. and EDGX Exchange Inc.

Represented HFT whistleblower and market expert, Haim Bodek, in an SEC fraud whistleblower case against two exchanges formerly owned by Direct Edge Holdings and since acquired by Bats Global Markets, the second-largest financial exchange in the country for spoofing.

RESULT: The case prompted the U.S. Securities and Exchange Commission to bring record-breaking fine of $14 million against defendants, the largest ever brought against a financial exchange.

PRACTICE AREAS

Whistleblower Litigation

Nav Sarao Futures Limited PLC

Hagens Berman represents an anonymous whistleblower who brought his concerns and original analysis to the CFTC after hundreds of hours spent analyzing data and other information. The claim brought about legal action against a market manipulator who profited more than $40 million from market fraud and contributed to the May 6, 2010 Flash Crash.

RESULT: Both the CFTC and the Department of Justice, in separate criminal and civil enforcement actions, brought charges of market manipulation and spoofing against Nav Sarao Futures Limited PLC and Navinder Singh Sarao based on the whistleblower's information. The case is still pending under seal.

INTERNAL REVENUE SERVICE

Hagens Berman also represents whistleblowers under the IRS whistleblower program enacted with the Tax Relief and Health Care Act of 2006.

The IRS program offers rewards to those who come forward with information about persons, corporations or any other entity that cheats on its taxes. In the event of a successful recovery of government funds, a whistleblower can be rewarded with up to 30 percent of the overall amount collected in taxes, penalties and legal fees.

Hagens Berman helps IRS whistleblowers present specific, credible tax fraud information to the IRS. Unlike some traditional False Claims Act firms, Hagens Berman has experience representing governments facing lost tax revenue due to fraud, making us well-positioned to prosecute these cases.

Appellate Victories

APPELLATE VICTORIES

Strengthening Consumer Law

At Hagens Berman, we distinguish ourselves not merely by the results we obtain, but by how we obtain them. Few class-action firms have our firm's combination of resources and acumen to see a case through as long as needed to obtain a favorable outcome. Our attorneys were instrumental in obtaining these federal appellate decisions that have shaped consumer law and bolstered the rights of millions nationwide:

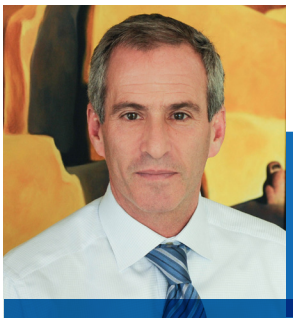
- **In Matter of Motors Liquidation Co.**, 829 F.3d 135 (2d Cir. 2016) (General Motors bankruptcy reorganization did not bar claims stemming from defective ignition switches)
- **George v. Urban Settlement Servs.**, 833 F.3d 1242 (10th Cir. 2016) (complaint adequately alleged Bank of America's mortgage modification program violated RICO)
- **In re Loestrin 24 Fe Antitrust Litig.**, 814 F.3d 538 (1st Cir. 2016) ("reverse payments" for antitrust purposes under **Actavis** are not limited to cash payments)
- **Osborn v. Visa Inc.**, 797 F.3d 1057 (D.C. Cir. 2015) (complaint adequately alleged Visa and MasterCard unlawfully agreed to restrain trade in setting ATM access fees)
- **Little v. Louisville Gas & Elec. Co.**, 805 F.3d 695 (6th Cir. 2015) (Clean Air Act did not preempt state nuisance claims against coal plant for polluting surrounding community)
- **City of Miami v. Citigroup Inc.**, 801 F.3d 1268 (11th Cir. 2015) (reversing dismissal of complaint alleging Citigroup violated Fair Housing Act by pattern of discriminatory lending)
- **Rajagopalan v. NoteWorld, LLC**, 718 F.3d 844 (9th Cir. 2013) (non-party could not invoke arbitration clause against plaintiff suing debt services provider)
- **In re Neurontin Mktg. & Sales Practices Litig.**, 712 F.3d 21 (1st Cir. 2013) (affirming $142 million verdict for injury suffered from RICO scheme by Neurontin manufacturer Pfizer)
- **In re NCAA Student-Athlete Name & Likeness Licensing Litig.**, 724 F.3d 1268 (9th Cir. 2013) (First Amendment did not shield video game developer's use of college athletes' likenesses)
- **Garcia v. Wachovia Corp.**, 699 F.3d 1273 (11th Cir. 2012) (Wells Fargo could not rely on **Concepcion** to evade waiver of any right to compel arbitration)
- **Agnew v. Nat'l Collegiate Athletic Ass'n**, 683 F.3d 328 (7th Cir. 2012) (NCAA bylaws limiting scholarships per team and prohibiting multi-year scholarships are subject to antitrust scrutiny and do not receive pro-competitive justification at pleading stage)
- **In re Lupron Mktg. & Sales Practices Litig.**, 677 F.3d 21, 24 (1st Cir. 2012) (approving cy pres provision in $150 million settlement)
- **In re Pharm. Indus. Average Wholesale Price Litig.**, 582 F.3d 156 (1st Cir. 2009) (AstraZeneca illegally published inflated average wholesale drug prices, thereby giving windfall to physicians and injuring patients who paid inflated prices)

We set ourselves apart not only by getting results but by litigating every case through to finish – to trial and appeal, if necessary. This tenacious drive has led our firm to generate groundbreaking precedents in consumer law.

Hagens Berman has also been active in state courts nationwide. Notable examples of our victories include:

- **Garza v. Gama**, 379 P.3d 1004 (Ariz. Ct. App. 2016) (reinstating certified class in wage-and-hour action prosecuted by Hagens Berman since 2005)
- **In re Farm Raised Salmon Cases**, 42 Cal. 4th 1077 (Cal. 2008) (Federal Food, Drug and Cosmetic Act did not preempt state claims for deceptive marketing of food products)
- **Pickett v. Holland Am. Line-Westours, Inc.**, 35 P.3d 351 (Wash. 2001) (reversing state court of appeals and upholding class action settlement with cruise line)

U.S. Legal Team



MANAGING PARTNER

Steve W. Berman

Served as co-lead counsel against Big Tobacco, resulting in the largest settlement in world history, and at the time the largest automotive, antitrust, ERISA and securities settlements in U.S. history.

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YEARS OF EXPERIENCE
- 41

PRACTICE AREAS
- Antitrust/Trade Law
- Consumer Protection
- Governmental Representation
- Securities/Investment Fraud
- Whistleblower/**Qui Tam**
- Patent Litigation

BAR ADMISSIONS
- Washington
- Illinois Foreign
- Registered Attorney in England and Wales

COURT ADMISSIONS
- Supreme Court of the United States
- Supreme Court of Illinois
- Supreme Court of Washington
- U.S. District Court for the Eastern and Western Districts of Washington
- U.S. District Court for the Northern and Central Districts of Illinois
- U.S. District Court for the District of Colorado
- U.S. District Court for the Eastern District of Michigan
- First Circuit Court of Appeals

Steve Berman represents consumers, investors and employees in large, complex litigation held in state and federal courts. Steve's trial experience has earned him significant recognition and led The National Law Journal to name him one of the 100 most powerful lawyers in the nation, and to repeatedly name Hagens Berman one of the top 10 plaintiffs' firms in the country. Steve was named an MVP of the Year by Law360 in 2016 and 2017 for his class-action litigation and received the 2017 Plaintiffs' Trailblazer award. He was recognized for the third year in a row as an Elite Trial Lawyer by The National Law Journal.

Steve co-founded Hagens Berman in 1993 after his prior firm refused to represent several young children who consumed fast food contaminated with E. coli—Steve knew he had to help. In that case, Steve proved that the poisoning was the result of Jack in the Box's cost cutting measures along with gross negligence. He was further inspired to build a firm that vociferously fought for the rights of those unable to fight for themselves. Berman's innovative approach, tenacious conviction and impeccable track record have earned him an excellent reputation and numerous historic legal victories. He is considered one of the nation's most successful class-action attorneys, and has been praised for securing record-breaking settlements and tangible benefits for class members. Steve is particularly known for his tenacity in forging consumer settlements that return a high percentage of recovery to class members.

CURRENT ROLE

- Managing Partner, Hagens Berman Sobol Shapiro LLP

RECENT CASES

- **Emissions Litigation**
  Steve has pioneered pursuing car manufacturers who have been violating emissions standards, including: Mercedes BlueTEC vehicles, GM Chevy Cruze, Dodge Ram 2500 and 3500 trucks, Dodge Ram 1500 and Jeep Cherokee EcoDiesel vehicles, Chevy Silverado, GMC Sierra as well as other models made by Ford, Audi and BMW. Steve and the firm's unmatched work in emissions-cheating investigations is often ahead of the EPA and government regulators.
- **General Motors Ignition Switch Defect Litigation**
  Steve serves as lead counsel seeking to obtain compensation for the millions of GM car owners who overpaid for cars that had hidden safety defects.
- **Climate Change** – New York City, King County, Wash.
  Steve has always been a fighter for the rights of the environment. In 2017, he began the firm's latest endeavor to combat global climate change through novel applications of the law. Steve currently represents the city of New York and Washington state's King County in lawsuits filed against the world's largest producers of oil: BP, Chevron Corp., Exxon Mobil Corp., Royal Dutch Shell PLC and ConocoPhillips. The cases seek to hold the Big Oil titans accountable for their brazen impact on global warming-induced sea level rise and related expenses to protect the cities and their millions of residents.

- Second Circuit Court of Appeals
- Third Circuit Court of Appeals
- Fifth Circuit Court of Appeals
- Sixth Circuit Court of Appeals
- Seventh Circuit Court of Appeals
- Eighth Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- Tenth Circuit Court of Appeals
- Eleventh Circuit Court of Appeals
- DC Circuit Court of Appeals
- Federal Circuit Court of Appeals
- U.S. Court of Federal Claims
- Foreign Registered Attorney in England and Wales

EDUCATION

- University of Chicago Law School, J.D., 1980
- University of Michigan, B.A., 1976

MANAGING PARTNER

Steve W. Berman

- **Opioids** - Orange and Santa Clara County, Seattle
  Steve has been retained by various municipalities, including the states of Ohio, Mississippi and Arkansas, Orange County, as well as the city of Seattle to serve as trial counsel in a recently filed state suit against five manufacturers of opioids seeking to recover public costs resulting from the opioid manufacturer's deceptive marketing.
- **Antitrust Litigation**
  Corporate fraud has many faces, and Steve has taken on some of the largest perpetrators through antitrust law. Steve serves as co-lead counsel in Visa MasterCard ATM, Batteries, Optical Disc Drives and is in the leadership of a class-action lawsuit against Qualcomm for orchestrating a monopoly that led to purchasers paying significantly more for mobile devices. He serves as interim class counsel in a case against Tyson, Purdue and other chicken producers for conspiring to stabilize prices by reducing chicken production. Steve also filed a proposed class-action lawsuit against the world's largest manufacturers of Dynamic Random Access Memory (DRAM) for cornering the market and driving up DRAM prices. Most recently, Steve's antitrust case against the NCAA involving rights of college athletes to receive grant-in-aid scholarships saw a unanimous Supreme Court victory, in what media called a "major ruling" (ABC World News Tonight), that "will change the game" (ABC Good Morning America), and leaves the NCAA "more vulnerable than ever" (AP).
- **Consumer Protection**
  Steve is a leader in protecting millions of consumers in large-scale cases that challenge unfair, deceptive and fraudulent practices. He leads a class action on behalf of owners of Ford vehicles equipped with MyFord Touch, an in-car entertainment system, who claim the system is flawed, putting drivers at risk of an accident while causing economic hardship. Steve recently filed a class-action lawsuit against Facebook for allowing personal data to be harvested for psychographic profiling.

RECENT SUCCESS

- **Volkswagen Franchise Dealerships** - $1.6 billion
  Lead counsel for VW franchise dealers suit, in which a settlement of $1.6 billion has received final approval, and represents a substantial recovery for the class.
- **Stericycle Sterisafe Contract Litigation** – $295 million
  Hagens Berman's team, led by Steve Berman, filed a class-action lawsuit against Stericycle, a massive medical waste disposal company and achieved a sizable settlement for hundreds of thousands of its small business customers.
- **NCAA Grant-in-Aid Scholarships** – $208 million
  Served as co-lead counsel in the Alston case that successfully challenged the NCAA's limitations on the benefits college athletes can receive as part of a scholarship, culminating in a $208 million settlement and injunction upheld by the Supreme Court. The recovery amounts to 100 percent of single damages in an exceptional result in an antitrust case. Steve also co-led the 2018 trial on the injunctive aspect of the case which resulted in a change of NCAA rules limiting the financial treatment of athletes.

  The injunction, which was upheld in a unanimous Supreme Court decision in June 2021, prohibits the NCAA from enforcing any rules that fix or limit compensation provided to college athletes by schools or conferences in consideration for their athletic services other than cash compensation untethered to

MANAGING PARTNER

Steve W. Berman

education-related expenses. According to the Ninth Circuit, the NCAA is "permanently restrained and enjoined from agreeing to fix or limit compensation or benefits related to education" that conferences may make available. In the Supreme Court's 9-0, Justice Kavanaugh stated, "The NCAA is not above the law."

- Dairy Price-Fixing – $52 million
  This antitrust suit's filing unearthed a massive collusion between the biggest dairy producers in the country, responsible for almost 70 percent of the nation's milk. Not only was the price of milk artificially inflated, but this scheme ultimately also cost 500,000 young cows their lives.

CAREER HIGHLIGHTS

- State Tobacco Litigation - $260 billion
  Special assistant attorney general for the states of Washington, Arizona, Illinois, Indiana, New York, Alaska, Idaho, Ohio, Oregon, Nevada, Montana, Vermont and Rhode Island in prosecuting major actions against the tobacco industry. In November 1998, the initial proposed settlement led to a multi-state settlement requiring the tobacco companies to pay the states $260 billion and to submit to broad advertising and marketing restrictions – the largest civil settlement in history.
- Visa MasterCard ATM Antitrust Litigation - $27 billion
  Co-lead counsel in what was then the largest antitrust settlement in history: a class-action lawsuit alleging that Visa and MasterCard, together with Bank of America, JP Morgan Chase and Wells Fargo, violated federal antitrust laws by establishing uniform agreements with U.S. banks, preventing ATM operators from setting ATM access fees below the level of the fees charged on Visa's and MasterCard's networks.
- Toyota Sudden, Unintended Acceleration - $1.6 billion
  Hagens Berman was co-lead counsel in this massive MDL alleging that Toyota vehicles contained a defect causing sudden, unintended acceleration (SUA). It was the largest automotive settlement in history at the time, valued at up to $1.6 billion. The firm did not initially seek to lead the litigation, but was sought out by the judge for its wealth of experience in managing very complex class-action MDLs. Hagens Berman and managing partner Steve Berman agreed to take on the role of co-lead counsel for the economic loss class and head the plaintiffs' steering committee.
- Washington Public Power Supply System (WPPSS) - $700 million settlement
  Represented bondholders and the bondholder trustee in a class-action lawsuit stemming from the failure of two WPPSS nuclear projects. The case was one of the most complex and lengthy securities fraud cases ever filed. The default was one of the largest municipal bond defaults in history. After years of litigation, plaintiffs were awarded a $700 million settlement agreement brought against more than 200 defendants.
- E-books Antitrust Litigation - $560 million settlement
  Fought against Apple and five of the nation's top publishers for colluding to raise the price of e-books, resulting in recovery equal to twice consumers' actual damages. The firm recovered an initial settlement of more than $160 million with defendant publishing companies in conjunction with several states attorneys general. Steve then led the firm to pursue Apple for its involvement in the e-book price hike. Apple took the case to the Supreme Court, where it was ruled that Apple had conspired to raise prices, and the firm achieved an additional $450 million settlement for consumers.

MANAGING PARTNER

Steve W. Berman

- **Enron Pension Protection Litigation** - $250 million settlement
  Led the class-action litigation on behalf of Enron employees and retirees alleging that Enron leadership, including CEO Ken Lay, had a responsibility to protect the interests of those invested in the 401(k) program, an obligation they abrogated. The court selected Steve to co-lead the case against Enron and the other defendants.
- **Charles Schwab Securities Litigation** - $235 million settlement
  Led the firm to file the first class-action lawsuit against Charles Schwab on Mar. 18, 2008, alleging that Schwab deceived investors about the underlying risk in its Schwab YieldPlus Funds Investor Shares and Schwab YieldPlus Funds Select Shares.
- **JP Morgan Madoff Lawsuit** - $218 million settlement
  Represented Bernard L. Madoff investors in a suit filed against JPMorgan Chase Bank, one of the largest banks in the world.
- **NCAA Grants-in-Aid Scholarships** - $208 million settlement, and permanent injunction upheld by the Supreme Court
  Led the firm's tenacious antitrust class action against the NCAA on behalf of college athletes, claiming that the NCAA had violated the law when it kept the class from being able to receive compensation provided by schools or conferences for athletic services other than cash compensation untethered to education-related expenses. The Supreme Court upheld the favorable opinion of the Ninth Circuit in a 9-0 ruling. Justice Kavanaugh's opinion further underscored the massive win for plaintiffs and the ruling's ongoing effects: "The NCAA couches its arguments for not paying student athletes in innocuous labels. But the labels cannot disguise the reality: The NCAA's business model would be flatly illegal in almost any other industry in America," pushing for further scrutiny of the NCAA's regulations.
- **Boeing Securities Litigation** - $92.5 million settlement
  Represented a class of tens of thousands of shareholders against Boeing, culminating in a proposed settlement that was the second-largest awarded in the Northwest.
- **NCAA Concussions** - $75 million settlement, and 50-year medical monitoring fund
  Led the firm's pioneering NCAA concussions suit that culminated in a proposed settlement that will provide a 50-year medical-monitoring program for student-athletes to screen for and track head injuries; make sweeping changes to the NCAA's approach to concussion treatment and prevention; and establish a $5 million fund for concussion research, preliminarily approved by the court.
- **US Youth Soccer Settlement**
  Revolutionary settlement that changed U.S. Soccer regulations and bought sweeping safety measures to the game. Steve spearheaded a lawsuit against soccer-governing bodies, achieving a settlement that ended heading of the ball for U.S. Soccer's youngest players and greatly diminished risk of concussions and traumatic brain injuries. Additionally, the settlement highlights the importance of on-staff medical personnel at youth tournaments, as well as ongoing concussion education for coaches.

RECOGNITION

- 2023 Best Lawyers in America in Litigation - Securities and Product Liability Litigation - Plaintiffs
- 2018, 2020, 2022 Titan of the Plaintiffs Bar, Law360
- 2022 Hall of Fame, Lawdragon
- 1999-2022 Washington Super Lawyers
- 2021 Sports & Entertainment Law Trailblazer, The National Law Journal

MANAGING PARTNER

Steve W. Berman

- 2021, 2019, 2018 Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute
- 2016-2020 Class Action MVP of the Year, Law360
- 2014-2016, 2018-2019 Elite Trial Lawyers, The National Law Journal
- 2019-2020 Lawdragon 500 Leading Lawyers in America, Plaintiff Financial Lawyers
- 2014-2019 Lawdragon 500 Leading Lawyers in America
- 2018 State Executive Committee member, The National Trial Lawyers
- 2018 Top Attorney of the Year, International Association of Top Professionals
- 2017 Plaintiffs' Trailblazer, The National Law Journal
- 2017 Class Actions (Plaintiff) Law Firm of the Year in California, Global Law Experts
- 2014 Finalist for Trial Lawyer of the Year, Public Justice
- 2013 One of the 100 most influential attorneys in America, The National Law Journal
- 2000 Most powerful lawyer in the state of Washington, The National Law Journal
- One of the top 10 plaintiffs' firms in the country, The National Law Journal

ACTIVITIES

- In April of 2021, the University of Michigan School for Environment and Sustainability (SEAS) launched the Kathy and Steve Berman Western Forest and Fire Initiative with a philanthropic gift from Steve (BS '76) and his wife, Kathy. The program will improve society's ability to manage western forests to mitigate the risks of large wildfires, revitalize human communities and adapt to climate change.

  Steve studied at the School of Natural Resources (now SEAS) and volunteered as a firefighter due to his focus on environmental stewardship.

- In 2003, the University of Washington announced the establishment of the Kathy and Steve Berman Environmental Law Clinic. The Berman Environmental Law Clinic draws on UW's environmental law faculty and extensive cross-campus expertise in fields such as Zoology, Aquatic and Fishery Sciences, Forest Resources, Environmental Health and more. In addition to representing clients in court, the clinic has become a definitive information resource on contemporary environmental law and policy, with special focus on the Pacific Northwest.

OTHER NOTABLE CASES

- VW Emissions Litigation - $14.7 billion settlement
  Steve served as a member of the Plaintiffs Steering Committee representing owners of Volkswagen CleanDiesel vehicles that were installed with emissions-cheating software.

- McKesson Drug Class Litigation - $350 million settlement
  Lead counsel in an action that led to a rollback of benchmark prices of hundreds of brand name drugs, and relief for third-party payers and insurers. His discovery of the McKesson scheme led to follow up lawsuits by governmental entities and recovery in total of over $600 million.

- Average Wholesale Price Litigation - $338 million settlement
  Steve served as lead trial counsel, securing trial verdicts against three drug companies that paved the way for settlement.

- DRAM Memory Antitrust - $345 million settlement

MANAGING PARTNER

Steve W. Berman

- Lumber Liquidators Flooring
  Steve was court-appointed co-lead counsel in litigation against Lumber Liquidators representing consumers who unknowingly purchased flooring tainted with toxic levels of cancer-causing formaldehyde. The consumer settlement was confidential.

PRESENTATIONS

- Steve is a frequent public speaker and has been a guest lecturer at Stanford University, University of Washington, University of Michigan and Seattle University Law School.

PERSONAL INSIGHT

Steve was a high school and college soccer player and coach. Now that his daughter's soccer skills exceed his, he is relegated to being a certified soccer referee and spends weekends being yelled at by parents, players and coaches. Steve is also an avid cyclist and is heavily involved in working with young riders on the international Hagens Berman Axeon cycling team.



PARTNER, EXECUTIVE COMMITTEE MEMBER

Thomas M. Sobol

Voted Massachusetts Ten Leading Litigators —The National Law Journal

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YEARS OF EXPERIENCE
- 39

PRACTICE AREAS
- Pharmaceutical Fraud
- Consumer Protection
- Antitrust Litigation

BAR ADMISSIONS
- Massachusetts
- Rhode Island

COURT ADMISSIONS
- First Circuit Court of Appeals
- Second Circuit Court of Appeals
- Supreme Court of the United States

EDUCATION
- Boston University School of Law, J.D., **cum laude**, 1983
- Clark University, B.A., **summa cum laude**, Phi Beta Kappa, 1980

CURRENT ROLE

- Partner & Executive Committee Member, Hagens Berman Sobol Shapiro LLP
- Leads HBSS's Boston office
- Lead negotiator in court-approved settlements totaling more than $2 billion
- Court-appointed lead or co-lead in ten active antitrust cases alleging injury to businesses and/or consumers caused by the delayed availability of generic drug, including:
  - In re Glumetza Antitrust Litigation, No. 19-cv-05822-WHA (N.D. Cal.) (Hon. William Alsup)
  - FWK Holdings LLC v. Shire (Intuniv), No. 16-cv-12653 (D. Mass.) (Hon. Allison D. Burroughs)
  - In re Zetia (Ezetimibe) Antitrust Litigation, No. 18-md-2836 (E.D. Va.) (Hon. Rebecca Beach Smith)

CAREER HIGHLIGHTS

- $325 million: third party payer class settlement, In re Neurontin Marketing, Sales Practices, and Products Liability Litigation, No. 04-md-1629 (D. Mass) (Hon. Patti B. Saris)
- ~$200 million: tort victim recoveries via bankruptcy plan, In re New England Compounding Pharmacy, Inc. Products Liability Litigation, MDL No. 2419 (D. Mass.) (Hon. Rya W. Zobel)
- $150 million: direct purchaser class settlement, In re Flonase Antitrust Litigation, No. 08-cv-03149 (E.D. Pa.) (Hon. Anita B. Brody)
- 4% price reduction of most retail drugs: New England Carpenters Health Benefits Fund v. First DataBank, Inc., No. 05-cv-11148 (D. Mass.) (Hon. Patti B. Saris)
- $350 million: consumers and third party payers, San Francisco Health Plan v. McKesson Corp., No. 08-cv-10843 (D. Mass.) (Hon. Patti B. Saris)
- $25 million: State of Connecticut, In re Zyprexa Products Liability Litigation, MDL No. 1596 (E.D.N.Y.) (Hon. Jack B. Weinstein)

RECENT SUCCESS

- $120 million: direct purchaser class settlement, In re Loestrin 24 Fe Antitrust Litigation, No. 13-md-02472 (D.R.I.) (Hon. William E. Smith)
- $51.25 million: direct purchaser class settlement, In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation, No. 18-md-02819 (E.D.N.Y.) (Hon. Nina Gershon)
- $166 million: direct purchaser class settlement, In re Lidoderm Antitrust Litigation, MDL No. 2521 (N.D. Cal.) (Hon. William Orrick)
- $72.5 million: direct purchaser class settlement, In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation, No. 14-md-02503 (D. Mass.) (Hon. Denise J. Casper)

PARTNER, EXECUTIVE COMMITTEE MEMBER

Thomas M. Sobol

EXPERIENCE

- Has Led almost 20 generic delay cases, involving various theories, on behalf of both direct and end payers to settlement and distributions to classes (or aggregated groups)
- Helped develop the econometric model used to show the relationship between marketing and the opioid epidemic in the opioids MDL. In re National Prescription Opiate Litigation, No. 17-md-02804 (N.D. Ohio) (Hon. Dan Aaron Polster)
- Originated the Ranbaxy fraudulent ANDA litigation, alleging novel theory that a generic company's fraudulent statements to FDA in order to obtain exclusivities violated federal RICO and antitrust laws, Meijer, Inc. v. Ranbaxy Inc., No. 15-cv-11828 (D. Mass.) (Hon. Nathaniel M. Gorton)
- Served as Lead counsel in the New England Compounding MDL and a member of the creditors' committee in the related bankruptcy, representing more than 700 victims who contracted fungal meningitis or other serious health problems as a result of receiving contaminated products produced, resulting in about a $200 million settlement, In re New England Compounding Pharmacy, Inc. Products Liability Litigation, MDL No. 2419 (D. Mass.) (Hon. F. Dennis Saylor, IV; Hon. Rya W. Zobel)
- In the Vioxx MDL, developed a win-win lien resolution program for consumers and health plans that dispensed with the inefficiencies of resolving insurance liens piecemeal that is now a routine part of mass tort MDLs, In re Vioxx Products Liability Litigation, MDL No. 1657 (E.D. La.) (Hon. Eldon E. Fallon)
- Obtained a $142 million RICO jury verdict against Pfizer for fraudulently marketing its drug Neurontin; negotiated a separate $325 million settlement on behalf of a class of health plans, In re Neurontin Marketing, Sales Practices, and Products Liability Litigation, MDL No. 1629 (D. Mass) (Hon. Patti B. Saris)
- Brought ground-breaking suit alleging widespread fraudulent marketing and sales practices for the prostate cancer drug Lupron (In re Lupron Marketing and Sales Practices Litigation, No. 01-md-1430 (D. Mass.) (Hon. Richard Stearns), which uncovered pricing theories later litigated in the Average Wholesale Price litigation (In re Pharmaceutical Industries Average Wholesale Price Litigation, No. 02-md-1456 (D. Mass) (Hon. Patti B. Saris), over $250 million in settlements) and related litigation against First Databank, (New England Carpenters Health Benefits Fund v. First DataBank, Inc., No. 05-cv-11148 (D. Mass.) (Hon. Patti B. Saris), major price rollback on hundreds of drugs)
- Worked closely with consumer groups trying to bring down the prices of prescription drugs, including serving as lead counsel to the former Prescription Access Litigation (PAL) project, a large coalition of health care advocacy groups that fought illegal, loophole-based overpricing by pharmaceutical companies.
- Since 2002, has represented consumers, consumer groups, health plans, governments and institutions in complex class actions involving waste, fraud, and abuse in the pharmaceutical industry.
- Special Assistant Attorney General for the Commonwealth of Massachusetts and the states of New Hampshire and Rhode Island, including in ground-breaking litigation against tobacco industry (injunctive relief and recovery of more than $10 billion).
- Spent seventeen years at a large Boston firm handling large complex civil and criminal litigation.

PRO BONO

- Chairman of the board, New England Shelter for Homeless Veterans, 1995 - 2002

PARTNER, EXECUTIVE COMMITTEE MEMBER

Thomas M. Sobol

RECOGNITION

- Massachusetts Ten Leading Litigators, The National Law Journal
- Massachusetts Super Lawyer 2008-2021
- Nominated in 2011 for Trial Lawyer of the Year by Public Justice for verdict in In re Neurontin Marketing,
- Sales Practices, and Products Liability Litigation, MDL No. 1629 (D. Mass.).



PARTNER, EXECUTIVE COMMITTEE MEMBER

Robert B. Carey

Rob added to HB's office a built-in mock courtroom, complete with jury box, audio-visual equipment to record witnesses and lawyers, and separate deliberation rooms for two juries. Download photo »

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YEARS OF EXPERIENCE
- 34

PRACTICE AREAS
- Personal Injury Litigation
- Insurance Bad Faith
- Breach of Contract Claims

BAR ADMISSIONS
- Arizona
- Colorado

COURT ADMISSIONS
- U.S. Supreme Court
- United States Court of Appeals for the Federal Circuit
- U.S. Court of Appeals, Fifth Circuit
- U.S. Court of Appeals, Seventh Circuit
- U.S. Court of Appeals, Ninth Circuit
- U.S. Court of Appeals, Tenth Circuit
- Various federal district courts

EDUCATION
- University of Denver, M.B.A., J.D., 1986
- Arizona State University, B.S., 1983
- Harvard University, John F. Kennedy School of Government, State & Local Government Program, 1992

Mr. Carey handles various types of injury and consumer claims. Mr. Carey was lead counsel on a jury trial that produced the largest medical-malpractice verdict in 2018, secured class certification in class actions on behalf of consumers and workers where damages are almost $2 billion, and investigated the dialysis industry's role in deaths caused by central venous catheter infections and misuse of dialysis solutions.

CURRENT ROLE

- Partner & Executive Committee Member, Hagens Berman Sobol Shapiro LLP
- Leads Hagens Berman's Phoenix office
- Practice focuses on class-action lawsuits, including auto defect, insurance, right of publicity and fraud cases. Mr. Carey's work also extends to bad-faith insurance, personal injury and medical malpractice, with several trials involving verdicts in the hundreds of millions.
  - Frequently asked to handle jury trials for high-value cases

RECENT SUCCESS

- In June 2018, a Denver jury awarded a monumental $383.5 million jury verdict against GranuFlo dialysis provider, DaVita Inc. culminating lawsuits brought by families of three patients who suffered cardiac arrests and died after receiving dialysis treatments at DaVita clinics. Each of the three parties was awarded $125 million in punitive damages from the jury, with compensatory damages ranging from $1.5 million to $5 million.
- Over the summer of 2012, Rob was lead counsel in Robin Antonick's case against Electronic Arts, where a jury heard evidence that Electronic Arts failed to pay Antonick for over 20 years for his work in coding and developing the legendary Madden NFL Football video game. This trial, held in the Northern District of California, resulted in two verdicts for Antonick and was dubbed a "Top Trial Verdict of 2013" by The Daily Journal, a leading legal publication.
- Prevailed at the Arizona Court of Appeals for the second time, keeping intact class certification for tens of thousands of truck drivers suing to recover underpayments caused by misuse of Rand McNally's HHG software by Swift Transportation.
- Helped originate the Toyota Sudden Unintended Acceleration case, filing the initial Hagens Berman complaints for a case that eventually settled for $1.6 billion
- Led Hagens Berman's efforts on the $97 million settlement with Hyundai and Kia corporations over misrepresentations about MPG ratings
- Helped secure a first-ever ($60 million) settlement for collegiate student-athletes (Keller, consolidated with O'Bannon) from Electronic Arts (EA) and the NCAA for the misappropriation of the student-athletes' likenesses and images for the EA college football video game series. This groundbreaking suit went up to the U.S. Supreme Court before a settlement was reached, providing student-athletes—even current ones—with cash recoveries for the use of their likenesses without permission.
- Represented Donnovan Hill against Pop Warner after he was paralyzed at 13. With Rachel Fitzpatrick, Rob secured a settlement that "forever changed youth football" (OC Weekly) and was "unprecedented"

PARTNER, EXECUTIVE COMMITTEE MEMBER

Robert B. Carey

and owed a debt of gratitude by those who care about the safety of kids playing football (Washington Post). Donnovan died tragically during a 2016 surgery.

- Rob secured a record verdict for a mother suing her deceased son's estate for negligence in starting a home fire. He then took an assignment of the estate's claim and pursued a bad faith claim against the insurer, resulting in lifetime financial security for the badly burned mother.
- After successfully reforming an insurance policy to cover a client – a student-athlete injured in a roll-over accident that caused incomplete tetraplegia and traumatic brain injury – Rob went to the jury, which awarded damages for all harms and losses requested and for insurance bad faith, with a verdict exceeding over 15 times policy limits.
- Rob sued the leading auto carrier for refusal to fully cover a pedestrian struck by the carrier's driver. The verdict was valued over seven figures, and included a finding of willful and wanton conduct, trebling the damages.
- After Rob cross-examined the CEO and CFO of a pharmacy benefits company, the jury entered a verdict for his client in the liability phase of a $75-million dispute.
- During his representation of a driver paralyzed by a car's roof collapse, the insurance company ignored that the agent did not understand or offer required high-end coverages. The jury returned a verdict with a value over seven figures, including a finding for treble damages.
- Rob represented passengers of drunk driver, and persuaded the jury to award future earning capacity, essential services, medical bills and to find willful and wanton conduct against the insurer (treble damages). After a successful trip to the state supreme court, the verdict was maintained and had a value in excess of 15 times the policy limits.

RECOGNITION

- Best Lawyers in America 2023 in Litigation - Insurance and Personal Injury Litigation - Plaintiffs
- One of 500 Leading Lawyers in America selected (again) by Lawdragon, and the only Arizona or Colorado attorney to make the list.
- Listed since 2008 as a Top 100 Trial Lawyer by Arizona's Finest Lawyers and National Trial Lawyers
- Recognized by the judges of the Superior Court of Arizona in Maricopa County for outstanding contributions to the justice system.
- Member of Hagens Berman's Toyota team selected as a Finalist for Public Justice's 2014 Trial Lawyer of the Year
- Selected as a Leading Plaintiff Financial Lawyer in America and a Leading Plaintiff Consumers Lawyer in America
- U.S. Department of Justice, recognized for victims' rights efforts

EXPERIENCE

- Adjunct Professor, Sandra Day O'Connor College of Law, teaching class actions. Has taught law and policy courses at other universities.
- Judge Pro Tempore, Maricopa County Superior Court, presiding over contract and tort jury trials
- In the 90s, he served as trial counsel on claims by counties for damages stemming from tobacco-related illnesses (and acted as special counsel for Hagens Berman in seeking to recover damages in the landmark tobacco litigation), and since then has led dozens of consumer and insurance class actions in

PARTNER, EXECUTIVE COMMITTEE MEMBER

Robert B. Carey

various states.

- While serving as Arizona Chief Deputy Attorney General Mr. Carey helped secure a $4 billion divestiture and a landmark $165 million antitrust settlement. He also was a principal drafter of the first major overhaul of Arizona's criminal code and authored the section of the federal Prisoner Litigation Reform Act of 1995 for Senators Dole and Kyl that virtually eliminated frivolous prisoner lawsuits. Mr. Carey oversaw all major legal, policy, legislative and political issues for the Arizona attorney general's office. He developed and spearheaded passage of Arizona's law requiring the DNA testing of all sex offenders and the law requiring that criminals pay the cost of victims' rights.
- Campaign staffer, intern, and staff member for U.S. Senator John McCain, during and after Senator McCain's first run for public office

LEGAL ACTIVITIES

- Member and Former Chairman, Arizona State Bar Class Action and Derivative Suits Committee

PUBLICATIONS

- Co-author of "7 Punitive Damages Strategies," Trial Magazine, April 2019
- Co-author of the Arizona chapter of the ABA's "A Practitioner's Guide to Class Actions"
- Co-author of the Arizona and Colorado chapters of the ABA's "A Practitioner's Guide to Class Actions" (2d ed.)

NOTABLE CASES

- Propane Exchange Tank Litigation
- Hyundai/Kia MPG Litigation
- Swift Truckers Litigation
- Toyota Unintended Acceleration Litigation
- NCAA Student-Athlete Name and Likeness Licensing Litigation
- Hyundai Subframe Defect Litigation
- Hyundai Occupant Classification System / Airbag Litigation
- Hyundai Horsepower Litigation
- Arizona v. McKesson False Claims and Consumer Protection Litigation (representing State of Arizona)
- Apple Refurbished iPhone/iPad Litigation
- Jim Brown v. Electronic Arts
- LifeLock Sales and Marketing Litigation
- Rexall Sundown Cellasene Litigation



PARTNER

Lauren Guth Barnes

Ms. Barnes was honored with the American Association for Justice's Marie Lambert Award in 2018, given to a female attorney in recognition of her exemplary leadership to the profession, to her community, to AAJ and to the Women Trial Lawyers Caucus.

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YEARS OF EXPERIENCE
- 17

PRACTICE AREAS
- Antitrust Litigation
- Class Actions
- Consumer Rights
- Mass Torts
- Medical Devices
- Pharmaceuticals/Health Care Fraud
- RICO

BAR ADMISSIONS
- Massachusetts

COURT ADMISSIONS
- U.S. District Court, District of Massachusetts
- U.S. Court of Appeals, Second Circuit, Eleventh Circuit
- Supreme Court of the United States

EDUCATION
- Boston College Law School, J.D., **cum laude**, Articles Editor, Boston College Law Review, 2005
- Williams College, B.A., International Relations, **cum laude**, 1998

CURRENT ROLE

- Partner & Management Committee Member, Hagens Berman Sobol Shapiro LLP
- Practice focuses on antitrust, consumer protection and RICO litigation against drug and medical device manufacturers in complex class actions and personal injury cases for consumers, large and small health plans, direct purchasers and state governments
- Co-lead class counsel for direct purchasers in In re Glumetza Antitrust Litigation (N.D. CA.)
- Co-lead class counsel for direct purchasers in In re Intuniv Antitrust Litigation (D. Mass.)
- Co-lead interim class counsel for end payors in In re Humira (Adalimumab) Antitrust Litigation (N.D. Ill.)
- Co-lead interim class counsel for student purchasers in In re Inclusive Access Course Materials Antitrust Litigation (S.D. N.Y.)

EXPERIENCE

- As co-lead class counsel, helped secure $72.5 million class settlement for direct purchaser class three days before trial in MDL 2503: In re Solodyn Antitrust Litigation
- Helped reach a $73 million class settlement for direct purchasers in MDL No. 2343: In re. Skelaxin Antitrust Litigation
- Represented the state of Connecticut and helped secure a $25M settlement in its action against Eli Lilly over unlawful promotion of and misrepresentations about Zyprexa
- Represented health benefit providers in the firm's Ketek and copay subsidies class litigation, and individuals harmed by pharmaceuticals such as Yaz, Actos and Granuflo and medical devices including pelvic mesh
- Served as pro bono counsel in a successful constitutional challenge to the Commonwealth of Massachusetts' exclusion of legal immigrants from the state's universal healthcare program
- Served as liaison counsel for In re Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation
- Active in the fights against forced arbitration federal preemption of consumer rights, working to ensure the public maintains access to the civil justice system and the ability to seek remedies when companies violate the law
- Co-authored an amicus brief to the Supreme Court in Pliva v. Mensing on behalf of practitioners and professors who teach and write on various aspects of pharmaceutical regulation and the delivery of healthcare
- Worked at Conflict Management Group where she worked with members of the United Nations High

PARTNER

Lauren Guth Barnes

Commissioner for Refugees on a pilot project in Bosnia-Herzegovina designed to ease tensions and encourage reconciliation in post-conflict societies, and contributed to Imagine Coexistence, a book developed out of the collaboration

- Serves on the Board of On The Rise, a Cambridge, MA daytime shelter for homeless women and women in crisis

LEGAL ACTIVITIES

- American Association for Justice (AAJ)
  - Executive Committee, Member (2014-2015, 2019-present)
  - Board of Governors, Member (2012-present)
  - Law Schools Committee, Co-Chair (2010-present)
  - Committee on the Judiciary, Chair (2018-present)
  - Antitrust Litigation Group, Former Chair (2016-2018)
  - Women Trial Lawyers Caucus, Former Chair (2012-2013)
  - Class Action Litigation Group, Former Co-Chair (2011-2012)
  - New Lawyers Division, Board of Governors (2009-2014)
  - Committees (various), Member
  - AAJ Trial Lawyers Care Task Force, Member (2012-present)
- Public Justice
  - Board of Directors, Member (2018-present)
  - Class Action Preservation Project, Chair (2020-present); Vice Chair (2019-2020)
- Massachusetts Academy of Trial Attorneys
  - Executive Committee, Member (2012-2014; 2017-present)
  - Board of Governors, Member (2011-present)
- Institute for Complex Litigation and Mass Claims at Emory Law, Emerging Leaders Board of Advisors (2015-2017)
- Boston Bar Association, Class Action Committee, Co-Chair (2014-2018)

RECOGNITION

- Lawdragon 500 Leading Lawyers in America, Plaintiff Financial Lawyers (2020)
- Massachusetts Super Lawyer (2018, 2019)
- AAJ Marie Lambert Award (2018)
- AAJ Distinguished Service Award (2015, 2017, 2018)
- AAJ Women's Caucus Excellence in Leadership Award (2017, 2019)
- AAJ Above and Beyond Award (2016)
- Institute for Complex Litigation and Mass Claims at Emory Law, Emerging Leaders Board of Advisors – inaugural class (2015-2017)
- National Law Journal Boston Rising Star Award (2014)
- Massachusetts Academy of Trial Attorneys President's Award (2014)
- Massachusetts Bar Association Up & Coming Lawyer Award (2013)

PARTNER

Lauren Guth Barnes

- Massachusetts Rising Star (2014, 2015)
- AAJ New Lawyers Division Excellence Award (2010, 2011, 2013, 2014)
- AAJ New Lawyers Division Above and Beyond Award (2012)
- AAJ Wiedemann & Wysocki Award (2012, 2013)

NOTABLE CASES

- $72.5 Million Recovery in Solodyn Antitrust Action

  In July 2018, the Honorable Denise J. Casper of the District of Massachusetts granted final approval to a $72.5 million class settlement for direct purchasers of brand and generic Solodyn. HBSS was co-lead class counsel in this case alleging Medicis entered into a series of reverse payment deals to delay entry of generic Solodyn and used the period of delay to effectuate a product hop, all resulting in overcharges by direct purchasers. The case settled three days before trial.

  In re Solodyn Antitrust Litigation, D. Mass., MDL No. 2503

- $73 Million Recovery for Direct Purchasers of Skelaxin

  On Sept. 24, 2014, Judge Curtis Collier of the Eastern District of Tennessee approved a $73 million settlement for direct purchasers of Skelaxin in litigation alleging Skelaxin's manufacturer colluded with would-be generic competitors, fraudulently delaying generic competition and leading to higher prices. Metaxalone was sold under the brand name Skelaxin since 1962, but the original patent expired in 1979. Manufacturers applied to market generic metaxalone in 2002, and generic competitors remained foreclosed from marketing generic metaxalone until 2010. Hagens Berman served as lead counsel for direct purchasers.

  In re Skelaxin (Metaxalone) Antitrust Litigation, E.D.TN., Civil Action No. 1:12-md-2343.

- Health care coverage for 40,000 legal immigrants in Massachusetts

  On Jan. 5, 2012, the Massachusetts Supreme Judicial Court ruled unanimously that a state law barring 40,000 low-income legal immigrants from the state's universal health care program unconstitutionally violates those immigrants' rights to equal protection under the law and must be struck down. Hagens Berman served as pro bono counsel.

  Finch v. Commonwealth Health Insurance Connector Authority, Mass., Civil Action No. SJC-11025.

- $25 million for the state of Connecticut for Zyprexa fraud

  On Oct. 5, 2009, U.S. District Court Judge Jack B. Weinstein approved a $25 million settlement reached by the parties to conclude the state's Zyprexa litigation that alleged Lilly engaged in unlawful off-label promotion and misrepresented Zyprexa's safety and efficacy, resulting in millions of dollars in excess pharmaceutical costs. Hagens Berman served as outside counsel to Attorney General Richard Blumenthal.

  State of Connecticut v. Eli Lilly & Co., E.D.N.Y., Civil Action No. 08-cv-955-JBW.

PUBLICATIONS

- "How Mandatory Arbitration Agreements and Class Action Waivers Undermine Consumer Rights and Why We Need Congress to Act," Harvard Law and Policy Review, August 2015

PERSONAL INSIGHT

Unlike many of her colleagues at HBSS, Lauren does not run marathons – unless chasing after her three children counts. Lauren did wrestle in college but refused to don the wrestling singlet. Whenever she can, Lauren rock climbs with her in-laws, breathes deeply at yoga, and hosts dinner parties to, despite usual advice, try totally new recipes. She also keeps the pizza delivery guy on speed dial as back-up for such occasions.



PARTNER

Kristen A. Johnson

Public Justice nominated Ms. Johnson and the rest of the Neurontin trial team for Trial Lawyer of the Year for securing a $142 million verdict against Pfizer for suppressing and manipulating results of scientific studies.

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YEARS OF EXPERIENCE
- 14

PRACTICE AREAS
- Class Actions
- Consumer Rights
- RICO
- Antitrust

BAR ADMISSIONS
- Massachusetts

COURT ADMISSIONS
- U.S. District Court, District of Massachusetts
- First Circuit Court of Appeals

EDUCATION
- Boston College Law School, J.D.
- Dartmouth College, **cum laude**, B.A.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Court-appointed lead counsel for the proposed class of direct purchasers in multidistrict litigation alleging that brand company Merck and generic company Glenmark struck an anticompetitive pay-for-delay agreement to resolve patent-infringement litigation over the drug Zetia. In re Zetia Antitrust Litigation, 2:18-md-2836, E.D. Va., ECF No. 105.
- Member of the HBSS team litigating antitrust claims on behalf of a proposed class of direct purchasers of brand and generic Glumetza. In re Glumetza Antitrust Litigation, 3:19-cv-05822, N.D. Cal.
- Working with experts in In re: Ranbaxy Generic Drug Application Antitrust Litigation, 1:19-md-02878, D. Mass.
- Instrumental in new case investigation work directed to combating waste, fraud, and pricing abuse in the pharmaceutical industry.

RECENT SUCCESS

- The First Circuit reversed a district court's dismissal of antitrust litigation premised on wrongfully listing patents covering insulin injector pens in FDA's Orange Book. In re Lantus Direct Purchaser Antitrust Litigation, 18-cv-2086, 1st Cir., Feb. 13, 2020.
- Directed HBSS's litigation efforts, as co-lead counsel for the certified class of direct purchasers, and ran the patent team through the run up to trial in In re Loestrin 24 Fe Antitrust Litigation. The parties have reached a proposed $120 million settlement shortly before trial. In re Loestrin 24 Fe Antitrust Litigation, 1:13-md-02472, D.R.I., ECF Nos. 10, 1050.
- Court-appointed Interim lead/liaison class counsel for the proposed direct purchaser class in multidistrict litigation alleging that Allergan engaged in an anticompetitive scheme to delay generic versions of Restasis from coming to market. The parties have reached a proposed $51.25 million settlement on behalf of the proposed settlement class of direct purchasers of the drug Restasis, In re Restasis Antitrust Litigation, 18-md-2819, E.D.N.Y., ECF No. 50.

LEGAL ACTIVITIES

- Public Justice, Class Action Preservation Committee
- American Association for Justice

RECOGNITION

- The National Trial Lawyers: Top 100, 2022
- In 2014 and 2015, the National Law Journal honored Ms. Johnson as one of Boston's Rising Stars, one

PARTNER

Kristen A. Johnson

of 40 outstanding lawyers under 40.

- In 2020, Lawdragon named Ms. Johnson one of 500 Leading Lawyers in America, Plaintiff Financial Lawyers.
- In 2011, Public Justice nominated Ms. Johnson and the rest of the Neurontin trial team for Trial Lawyer of the Year for their work in securing a $142 million verdict against Pfizer for suppressing and manipulating the results of scientific studies that showed Neurontin did not work to treat the off-label indications Pfizer was heavily promoting.

NOTABLE CASES

- $94 million settlement for the certified class of direct purchasers in In re Celebrex (Celecoxib) Antitrust Litigation, 2:13-cv-361, E.D. Va., ECF Nos. 64, 455 (court-appointed co-lead counsel).
- $98 million settlement for the direct purchaser class in In re Prograf Antitrust Litigation, D. Mass., MDL No. 2242 (team member).
- Personally appointed alternate lead counsel in the In re New England Compounding Pharmacy Litigation Multidistrict Litigation, 12-md-2419, D. Mass. During the nascent stages of the MDL, the court appointed Ms. Johnson liaison counsel to speak for the hundreds of victims who contracted fungal meningitis or suffered other serious health problems as a result of receiving contaminated products made and sold by NECC. This case resulted in a $189+ million settlement on behalf of tort victims.
- Member of the trial team that achieved a $142 million civil RICO verdict against Pfizer for suppressing and manipulating results of scientific studies concerning the drug Neurontin. Post-trial, the third-party payer class settled with Pfizer for an additional $325 million. In re Neurontin Marketing, Sales Practices, and Products Liability Litigation, D. Mass., MDL No. 1629.
- $150 million settlement for the direct purchaser class in In re Flonase Antitrust Litigation, E.D. Pa., 08-cv-3149 (team member).

PERSONAL INSIGHT

Ms. Johnson grew up in a family law practice (they literally turned a closet into a playroom) in Canfield, Ohio. Her grandfather, uncle, father, brother and sister are all lawyers, all practice together, and her mother runs the law office. Ms. Johnson's career choice was perhaps inevitable, though her departure for Boston makes her a bit of a black sheep.



PARTNER

Sean R. Matt

Leads the firm's innovation in organizing and prosecuting individual class cases across many states involving the same defendants and similar factual and legal issues, an approach that continues to be a key factor in the firm's success

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YEARS OF EXPERIENCE
- 29

PRACTICE AREAS
- Securities Litigation
- Consumer Rights
- Antitrust Litigation
- Insurance
- Products Liability

INDUSTRY EXPERIENCE
- Complex Financial Instruments
- Investments
- Pharmaceuticals
- Automotive

COURT ADMISSIONS
- Supreme Court of Washington
- U.S. District Court, Western District of Washington
- U.S. District Court, District of Colorado
- Ninth Circuit U.S. Court of Appeals

EDUCATION
- Indiana University, B.S., Finance, Highest Distinction, 1988
- University of Oregon School of Law, J.D., Order of the Coif (top 10%), Associate Editor of the Law Review, 1992

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP, since its founding in 1993
- Practice focuses on multi-state and nationwide class actions and complex commercial litigation encompassing securities and finance, consumer, antitrust, insurance and products
- Diverse experience in most of the firm's practice areas, involving appearances in state and federal courts across the country at both the trial and appellate levels
- Key member of the firm's securities litigation team, most recently co-leading the prosecution and settlement of the **In re Charles Schwab Securities Litigation**, the **In re Oppenheimer Champion Income Fund Securities Class Actions** and the **Oppenheimer Core Bond Fund Class Action Litigation**
- Key member of the firm's pharmaceutical litigation team that confronts unfair and deceptive pricing and marketing practices in the drug and dietary supplement industries including Average Wholesale Price Litigation, the **First Databank/McKesson Pricing Fraud Litigation** and the **Enzyte Litigation**
- Key member of the firm's automobile defect litigation team

RECOGNITION

- In 2014, Public Justice nominated Mr. Matt and the **In re Toyota Motor Corp. Sudden, Unintended Acceleration** team for the Trial Lawyer of the Year Award for their work in securing a $1.6 billion settlement for car owners.
- In 2020, Lawdragon named Mr. Matt one of 500 Leading Lawyers in America, Plaintiff Financial Lawyers.

PUBLICATIONS

- Providing a Model Responsive to the Needs of Small Businesses at Formation: A Focus on Ex Ante Flexibility and Predictability, 71 Oregon Law Review 631, 1992

NOTABLE CASES

- **Mercedes Emissions** ($763 settlement)
- **In re Charles Schwab Securities Litigation** ($235 million settlement)
- **In re Oppenheimer Champion Income Fund Securities Fraud Class Actions** ($52.5 million proposed settlement)
- **Oppenheimer Core Bond Fund Class Action Litigation** ($47.5 million settlement)
- **Morrison Knudsen and Costco Wholesale Corp. Securities Litigation**

PARTNER

Sean R. Matt

- **In re Pharmaceutical Industry Average Wholesale Price Litigation** ($338 million settlement)
- **In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation**
- **In re Checking Account Overdraft** cases pending against many of the country's largest banks
- **Washington State Ferry Litigation**, which resulted in one of the most favorable settlements in class litigation in the history of the state of Washington
- **Microsoft Consumer Antitrust** cases
- State Attorneys General **Tobacco Litigation**, assisted with client liaison responsibilities, working closely with assistant attorneys general in Oregon, Ohio, Arizona, Alaska and New York, as well as assisting in all litigation matters

PERSONAL INSIGHT

Sean, whose four-man team won cycling's prestigious Race Across America with a time of six days and three hours, still occasionally rides a bike.



PARTNER

Shana E. Scarlett

Shana has achieved hundreds of millions of dollars in recovery for classes in antitrust matters, and has been named a Northern California Super Lawyer and top California antitrust attorney.

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YEARS OF EXPERIENCE
- 20

PRACTICE AREAS
- Antitrust Litigation
- Consumer Protection
- Securities Litigation

INDUSTRY EXPERIENCE
- Technology Companies
- Internet Companies
- Agricultural Companies

BAR ADMISSIONS
- California

COURT ADMISSIONS
- U.S. District Courts for the Northern, Southern, Eastern and Central Districts of California
- U.S. Court of Appeals, Second Circuit
- U.S. Court of Appeals, Seventh Circuit
- U.S. Court of Appeals, Ninth Circuit
- U.S. Court of Appeals, Federal Circuit

EDUCATION
- Stanford Law School, J.D.
- University of British Columbia, B.A.

CURRENT ROLE

- Partner & Management Committee Member, Hagens Berman Sobol Shapiro LLP
- Managing Partner of Hagens Berman's Berkeley office
- Practice is devoted entirely to representing plaintiffs in complex litigation, and primarily in the areas of antitrust and unfair competition

RECENT SUCCESS

- Ms. Scarlett has played a leading role in obtaining sizable settlements for antitrust plaintiffs in the following cases:
  - In re Broiler Chicken Antitrust Litig., No. 16-CV-08637 (N.D. Ill.) (co-lead counsel for indirect purchaser class; recovery to date of $106 million)
  - In re Animation Workers Antitrust Litig., No. 14-cv-4062 (N.D. Cal.) (team at Hagens Berman acting as co-lead counsel for class of workers; recovery of nearly $169 million)
  - In re Lithium Ion Batteries Antitrust Litig., No. 13-md-02420 (N.D. Cal.) (team at Hagens Berman acting as co-lead counsel for indirect purchaser class; recovery of $113.45 million)
  - In re EBooks Antitrust Litig., No. 11-md-02293 (S.D.N.Y.) (team at Hagens Berman acting as co-lead counsel for indirect purchaser class; recovery of $568 million)
  - In re Optical Disk Drive Antitrust Litig., No. 10-md-02143 (N.D. Cal.) (team at Hagens Berman acting as lead counsel for indirect purchaser class; recovery of $205 million)
  - In re Railway Industry Employee No-Poach Antitrust Litigation, MDL No. 2850 (W.D. Pa.) (team at Hagens Berman on executive committee; recovery of $48.95 million)

RECOGNITION

- The Daily Journal, Top Plaintiff Lawyers, 2022
- Lawdragon 500 Leading Plaintiff Consumer Lawyers, 2022
- Lawdragon Leading Lawyers in America, Plaintiff Consumer Litigation, 2022
- Top Antitrust Attorney, Daily Journal of California, 2021
- 2021 Top 100 Civil Plaintiff Trial Lawyers in California, The National Trial Lawyers
- Lawdragon 500 Leading Plaintiff Financial Lawyers, 2020-2022
- Lawdragon Leading Plaintiff Lawyer, 2020 – 2021
- Band 2 Ranking by Chambers and Partners, 2020; Band 1 Ranking, 2021
- Northern California Super Lawyer, 2013 - 2021
- Top 50 Women Northern California Super Lawyers, 2020-2021
- Rising Star Award for Northern California, Super Lawyers, 2009 – 2011

EXPERIENCE

- Associate, Coughlin Stoia Geller Rudman & Robbins LLP (2004-2007)
- Associate, Milberg Weiss Bershad Hynes & Lerach LLP (2002-2004)
- Associate, Lieff Cabraser Heimann & Bernstein LLP (2001-2002)

PARTNER

Shana E. Scarlett

LEGAL ACTIVITIES

- Panelist, American Antitrust Institute, Taken and Defending Depositions of Economists in Panelist, American Antitrust Institute, Taken and Defending Depositions of Economists in Private Class Actions (November 2019)
- Panelist, American Bar Association, Key Considerations for Working with Expert Witnesses in Class Actions (September 2019)
- Panelist, American Antitrust Institute, The Consumer and Food Sovereignty: Concentration and its Effects on Food Prices, Choice, and Quality (December 2018)
- Panelist, Complex Litigation E-Discovery Forum: Tar and Validation Protocols (September 2018)
- Panelist, Civil Law Symposium: Class Actions for the Northern District Practice Program (September 2018) (spoke at the request of Judge Gonzalez Rogers on distribution of settlements and best practices of notice)
- Panelist, The Impact Fund, Advanced Class Notice Issues (August 2018)
- Panelist, American Bar Association Meeting: Procedural Steps and Pitfalls in Antitrust Class Actions (May 2018)
- Panelist, Northern District Judicial Conference: Class Actions (April 2018)
- Panelist, Class Certification – Making Sense of Class Certification Doctrine, Economics and Econometrics, American Antitrust Institute (Nov. 2017)

NOTABLE CASES

- Ms. Scarlett is also serving as lead or co-lead class counsel in the following cases currently being litigated:
  - In re Pork Antitrust Litig., No. 18-CV-01776 (D. Minn.) (co-lead counsel for indirect purchaser class
  - In re Beef Purchasers Antitrust Litig. (Peterson v. JBS USA Food Co. Holdings et al.), No. 0:19-cv-01129 (D. Minn.) (co-lead counsel for indirect purchaser class)
  - In re Turkey Antitrust Litig., No. 1:19-cv-08318 (N.D. Ill.) (co-lead counsel for direct purchaser class)
  - Jien v. Perdue Farms, Inc., No. 19-cv-2521 (D. Md.) (co-lead counsel for class of hourly and salaried workers)

PERSONAL INSIGHT

Shana is Canadian and the daughter of the noted Canadian jurist, the Hon. Edward D. Scarlett. When not in the Berkeley office of Hagens Berman, Shana usually can be found in Canada with her four sisters, nine nieces and nephews.



PARTNER

Leonard W. Aragon

Before attending college, Mr. Aragon fulfilled his dream as a scout for the 2/68 Armored Tank Battalion.

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YEARS OF EXPERIENCE
- 20

PRACTICE AREAS
- Commercial Litigation
- Mass Tort
- Appellate Advocacy
- Personal Injury

COURT ADMISSIONS
- U.S. District Court, District of Arizona
- U.S. District Court, District of Colorado

EDUCATION
- Stanford Law School, J.D., 2001
- Arizona State University, B.A., History and Political Science, summa **cum laude**, 1998

INDUSTRY EXPERIENCE
- Consumer Fraud
- Software
- Sports Law
- Health Care
- Pharmaceuticals
- Election Law
- Gambling
- Administrative Procedures Act

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on nationwide class actions and other complex litigation
- Currently counsel for plaintiffs in the highly publicized cases **Keller v. Electronic Arts** and **In re NCAA Student-Athlete Name and Likeness Licensing Litigation** which alleges that video game manufacturer Electronic Arts, the National Collegiate Athletic Association, and the Collegiate Licensing Company used the names, images and likenesses of student-athletes in violation of state right of publicity laws and the NCAA's contractual agreements with the student-athletes. The plaintiffs reached a settlement with EA and the CLC in May for $40 million and reached a settlement in June with the NCAA for $20 million. The parties are in the process of seeking approval from the Court for the two settlements.

RECENT SUCCESS

- Multimillion-dollar jury verdict believed to be the largest in Columbiana County, Ohio history
- Multimillion-dollar class-action settlement on behalf of a nationwide class of student-athletes whose images were used on a website affiliated with CBS Interactive without their permission or compensation
- Obtained two jury verdicts in favor of the original developer of the Madden Football video game franchise in phased trial over unpaid royalties

RECOGNITION

- Super Lawyers, Rising Star: Class Action/Mass Tort

LEGAL ACTIVITIES

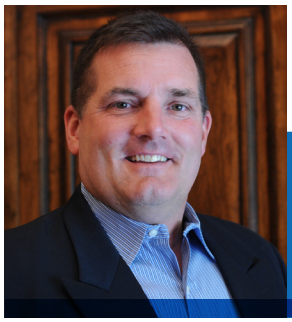
- Adjunct Professor, Sandra Day O'Connor College of Law, Arizona State University
- State Bar of Arizona Bar Leadership Institute Class I
- Pro bono work in insurance, immigration, family and contract law

NOTABLE CASES

- In re NCAA Student-Athlete Name and Likeness Licensing Litigation
- Keller v. Electronic Arts Inc.
- Antonick v. Electronic Arts Inc.
- In re Swift Transportation Co., Inc.
- Hunter v. Hyundai Motor America
- Jim Brown v. NCAA; Liebich v. Maricopa County Community College District
- Liebich v. Maricopa County Community College District

PERSONAL INSIGHT

Before entering the practice of law, Mr. Aragon was a scout for the 2/68 Armored Tank Battalion, communications director for a successful congressional campaign, and waited on season tickets holders at America West Arena so that he could secretly watch the Phoenix Suns.



PARTNER

Gregory T. Arnold

Greg devotes his practice to pursuing remedies for those injured by antitrust violations, particularly within the pharmaceutical industry.

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YEARS OF EXPERIENCE
- 25

PRACTICE AREAS
- Antitrust Litigation
- Personal Injury Litigation

BAR ADMISSIONS
- Massachusetts
- U.S. District Court, District of Massachusetts
- Court of Appeals, 2nd Circuit

EDUCATION
- Fairfield University, B.S., Marketing, 1991
- Villanova University School of Law, J.D., 1996 (served on Law Review)

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on prosecution of large-scale, nationwide class actions, primarily against the pharmaceutical industry
- Works on behalf of large health care providers, seeking recoveries from tortfeasors associated with payments the providers make as a result of the harm they have caused
- Directs Hagens Berman's work on numerous pending direct purchaser class-action cases, including In re Ranbaxy Generic Drug Application Antitrust Litigation, In re Actos Direct Purchaser Antitrust Litigation, In re Lipitor Antitrust Litigation, and In re Effexor XR Antitrust Litigation, as well as multiple actions brought on behalf of end payors, including Louisiana Health Service & Indemnity Comp., et al. v. Janssen Biotech, Inc., et al., and Staley, et al. v. Gilead Sciences, Inc. et al.,

RECENT SUCCESS

- Part of a team that secured substantial recoveries on behalf of a class of direct purchasers in connection with wrongfully delayed entry of generic versions of various pharmaceutical drugs
- Defeated motion to dismiss in case alleging misconduct on the part of a large Indian generic pharmaceutical manufacturer which caused delays in generic competition on multiple drugs with billions of dollars of annual sales

EXPERIENCE

- Income Partner, Litigation Department for a large Boston-based law firm

NOTABLE CASES

- Bankruptcy-related litigation
  - Lead efforts on behalf of three law firms protecting the interests of more than 25,000 claimants suffering from asbestos-related diseases to block a proposed plan of reorganization. During more than five years of litigation, Mr. Arnold succeeded in forcing numerous changes to the proposed plan, including the voting methodology, amount of contribution and distributions. He pursued several interlocutory appeals throughout the case and oversaw and managed all aspects of this complex litigation, culminating in a successful 20-day bench trial conducted in the bankruptcy court for the Southern District of New York, after which the court rejected the proposed bankruptcy plan, thereby securing a substantial benefit for the clients.
  - One of a team of lawyers representing the interests of the Ad Hoc Committee of Trade Creditors in the In re WorldCom matter, resulting in increasing our clients' recoveries by nearly 50 percent.

PARTNER

Gregory Arnold

› Mass Torts/Class Actions

- Played pivotal role in representing the Commonwealth of Massachusetts in landmark litigation against the Tobacco Industry, including establishing personal jurisdiction in Massachusetts over the United Kingdom-based parent company to Brown & Williamson. This work product, as well as the resulting court decision, was relied upon by Attorneys General throughout the country in their cases against the tobacco Industry.
- Following the Commonwealth of Massachusetts' action, lead efforts in pursuing a nationwide class action on behalf of all persons injured as a result of the tobacco industry's misconduct.
- Successfully defended a class-action case brought against a major credit card issuer, obtaining a denial of class certification and dismissal of individual's claims.

› Complex Financial Litigation

- Successfully represented a group of more than 65 investors in offshore hedge funds, pursuing recoveries for more than $600 million of invested capital lost due to fraudulent practices of hedge fund manager.

› General Commercial Litigation

- Represented former attorney whose malpractice insurer had refused defense and indemnity after an office worker embezzled millions of dollars in client funds. Following a five-week Superior Court trial, secured a verdict in favor of the client, holding the insurance company responsible for more than $2 million in liability to the insured's former client. Successfully defended insurer's appeal of the trial court decision in the Appeals Court. Subsequently brought a case against the insurance company under Chapter 93a, resulting in a multimillion-dollar recovery for the client.
- Obtained a substantial recovery for a client whose intellectual property was wrongfully assigned to a third party. Achieved a pre-trial settlement with the assigning party while pursuing a bench trial in Middlesex Superior Court against the party using the software.
- Served as "first chair" in a complex, multi-week bench trial in federal court over breach of multimillion-dollar commercial contract concerning sale of radiology equipment, including prevailing on counterclaim seeking to impose multimillion-dollar liability.

› Patent Litigation

- Represented national and international clients on a full range of patent litigation issues, including trials.
- Successful litigator before the United States International Trade Commission, including obtaining favorable outcome for a client protecting their intellectual property rights against an infringer based in Sweden.

› Labor and Employment Litigation

- Defended client interests in a variety of matters, including those involving non-competition agreements, wrongful terminations, and harassment claims.
- Successfully represented companies enforcing non-compete agreements against former employees, as well as new employers/former employees in avoiding the terms of non-compete agreements.

PARTNER

Gregory Arnold

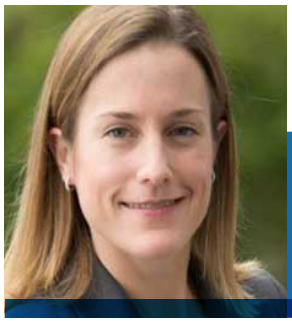
- Handled trials before administrative bodies, including the U.S. Department of Labor, including defending a client against claims made under the Surface Transportation Assistance Act following the termination of an employee/truck driver.

› Other Litigation

- Represented client in an eminent domain trial, resulting in a jury award more than 10 times the Commonwealth's pro tanto offer.

PERSONAL INSIGHT

Greg is married with three children and lives in Mansfield, Mass. He played varsity ice hockey in college.



PARTNER

Elaine T. Byszewski

Litigated Milk Antitrust from complaint filing to settlement of $52 million

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YEARS OF EXPERIENCE
- 19

PRACTICE AREAS
- Consumer Protection
- Qui Tam
- Antitrust Litigation
- Appellate

BAR ADMISSIONS
- California

COURT ADMISSIONS
- U.S. District Court for the Central District of California
- U.S. District Court for the Northern District of California
- U.S. District Court for the Southern District of California
- U.S. District Court for the Eastern District of California
- U.S. Court of Appeals for the First Circuit
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Ninth Circuit

EDUCATION
- Harvard Law School, J.D., **cum laude**, 2002
- University of Southern California, B.S., Public Policy, summa **cum laude**, 1999

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Ms. Byszewski has litigated a number of complex class actions on behalf of consumers, employees and whistleblowers resulting in multimillion-dollar settlements, including cases against Toyota, Ford, AstraZeneca Pharmaceuticals, Berkeley Premium Nutraceuticals, Solvay Pharmaceuticals, Costco, Apple and KB Homes.
- She also litigated a multi-state antitrust action against major dairy cooperatives for colluding in the premature slaughter of a half a million cows to drive up the price of milk, which the defendants described in their attempted petition for review to the United States Supreme Court as "one of the most expansive classes in history."
- Currently, Ms. Byszewski focuses her practice on brief writing for a wide variety of firm cases, including:
  - Auto defect cases and other product defect cases on behalf of consumers;
  - College refund cases seeking return of tuition paid for promised in-person and on campus education; and
  - Antitrust cases, including collusion in the agriculture.

RECENT SUCCESS

- Drafted petition for en banc review in **Hyundai/Kia Fuel Economy Litig.**., which was granted and resulted in affirmance of the nationwide class action settlement in 2019.
- Litigated **Milk Antitrust** from complaint filing to settlement of $52 million and received the American Antitrust Institute's 2018 award for Outstanding Antitrust Litigation Achievement in Private Law Practice
- Member of litigation team that settled **Toyota Unintended Acceleration Litigation** for $1.6 billion and was a finalist for Public Justice's 2014 Trial Lawyer of the Year award

EXPERIENCE

- Prior to joining Hagens Berman, Ms. Byszewski focused her practice on labor and employment litigation and counseling. During law school she worked in the trial division of the office of the Attorney General of Massachusetts.

RECOGNITION

- Lawdragon 500 Leading Plaintiff Financial Lawyers, 2020, 2022

PARTNER

Elaine T. Byszewski

NOTABLE CASES

- Dairy Cooperatives Antitrust Litigation
- Toyota Unintended Acceleration
- Hyundai/Kia
- Ford Spark Plugs
- AstraZeneca Pharmaceuticals (Nexium) Litigation
- Merck (Vioxx) Litigation
- Berkeley Nutraceuticals (Enzyte) Litigation
- Solvay Pharmaceuticals (Estratest) Litigation
- Apple iPod Litigation
- Costco Wage and Hour Litigation

PUBLICATIONS

- "Valuing Companion Animals in Wrongful Death Cases: A Survey of Current Court and Legislative Action and A Suggestion for Valuing Loss of Companionship," Animal Law Review, 2003, Winner of the Animal Law Review's 5th Annual Student Writing Competition
- "What's in the Wine? A History of FDA's Role," Food and Drug Law Journal, 2002
- "ERISA and RICO: New Tools for HMO Litigators," Journal of Law, Medicine & Ethics, 2000

PERSONAL INSIGHT

Ms. Byszewski enjoys spending time outdoors with her husband and their two sons, whether swimming, hiking or scootering around the neighborhood.



PARTNER

John DeStefano

Mr. DeStefano takes special pride in protecting the public against broad-based frauds and swindles and the corruption of honest enterprise.

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PRACTICE AREAS
- Appellate Advocacy
- Class Action
- Commercial Litigation
- Consumer Rights
- Insurance Law

BAR ADMISSIONS
- U.S. Supreme Court
- U.S. Court of Appeals, Seventh Circuit
- U.S. Court of Appeals, Eighth Circuit
- U.S. Court of Appeals, Ninth Circuit
- U.S. Court of Appeals, Tenth Circuit
- U.S. District Court, District of Arizona
- U.S. District Court, District of Colorado
- Supreme Court of Arizona

EDUCATION
- University of Arizona Law School, J.D., Senior Managing Editor, Arizona Law Review
- Harvard University, B.A., Classics

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on consumer, insurance, and antitrust class actions as well as appellate representation

RECENT SUCCESS

- WHen Continental Casualty Co. decided to seek and impose massive premium hikes on its long-term-care insurance customers, Hagens Berman filed suit to stop them and correct the abuse. The federal court initially granted Continental's motion to dismiss, but Mr. DeStefano obtained a published reversal of that ruling from the U.S. Court of Appeals for the Seventh Circuit in 2020. After the case was remanded, he defeated three additional motions to dismiss in similar cases against Continental Casualty and discovery is ongoing.
- Mr. DeStefano has also been active in litigation challenging insurers' deliberate underpayments of total loss auto claims—unfair practices that short consumers after serious car accidents when they are often injured and at their most vulnerable. In early 2022, the U.S. District Court for the District of New Jersey granted Mr. DeStefano's motion to certify a class of New Jersey consumers challenging GEICO's use of improper adjustments to lower payments and its failure to pay substantial taxes and fees owed.
- Mr. DeStefano also helped represent NFL legend Jim Brown in the appeal of his right-of-publicity suit against Electronic Arts for the unauthorized use of his likeness in Madden NFL video games. Shortly after briefing, Electronic Arts agreed to a $600,000 judgment in favor of Brown.
- Mr. DeStefano was part of the Hagens Berman team that obtained court approval of $400 million settlement to compensate Hyundai and Kia owners for misstatement of EPA fuel economy ratings and successfully defended the settlement before the U.S. Court of Appeals for the Ninth Circuit, sitting en banc. Settlement payments averaged $353 for Hyundai owners and $667 for Kia owners.

EXPERIENCE

- Snell & Wilmer LLP 2009-2013
- American Inns of Court Pegasus Scholar 2012: study of commercial, media, and privacy law with barristers and judges in the U.K.
- U.S. District Court for the District of Arizona, Law Clerk to the Hon. Neil V. Wake 2008-2009
- U.S. Court of Appeals for the Ninth Circuit, Law Clerk to the Hon. William C. Canby, Jr. 2007-2008

LEGAL ACTIVITIES

- Trustee and past Treasurer, American Inns of Court
- Membership Chair, Lorna Lockwood American Inn of Court
- American Association for Justice

PARTNER

John DeStefano

RECOGNITION

- Super Lawyers, Rising Star: Class Action/Mass Tort 2015 - 2017
- Arizona Foundation for Legal Services & Education, Top Pro Bono Attorneys in Arizona Award 2013

NOTABLE CASES

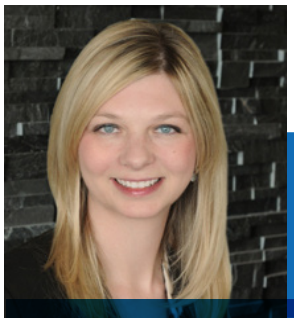
- Gunn v. Continental Casualty Co.
- Sieving v. Continental Casualty Co.
- Cheslow v. Continental Casualty Co.
- Brown v. Continental Casualty Co.
- Kronenberg v. Allstate Insurance Co.
- Lewis v. GEICO
- In re Hyundai & Kia Fuel Economy Litigation
- Jim Brown v. Electronic Arts Inc.

PUBLICATIONS

- Co-author of the Arizona and Colorado chapters of the ABA's "A Practitioner's Guide to Class Actions" (2d ed.)

PERSONAL INSIGHT

When John's great-grandfather came from Italy to Boston, he lost his life savings to a man he met named Charles Ponzi. A century later, John takes special pride in protecting the public against broad-based frauds and swindles and the corruption of honest enterprise.



PARTNER

Catherine Y.N. Gannon

Super Lawyers magazine has recognized Ms. Gannon as a "Rising Star" in Washington state from 2016 to 2022.

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YEARS OF EXPERIENCE
- 13

PRACTICE AREAS
- Securities and Antitrust
- Consumer Protection

BAR ADMISSIONS
- Washington
- New York
- Ontario (Canada)

EDUCATION
- York University, Osgoode Hall Law School, Senior Editor, Osgoode Hall Law Journal J.D., 2008
- Carleton University, Bachelor of Public Affairs and Policy Management, **summa cum laude**, 2005

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on securities and antitrust matters, as well as nationwide consumer protection cases involving large corporations
- Extensive experience working with expert witnesses, often in economic and other highly technical areas

NOTABLE CASES

- Volkswagen/Audi/Porsche Diesel Emissions Scandal
- Aequitas Capital Management Securities Litigation
- Insulin Overpricing
- In re MyFord Touch Consumer Litigation
- NCAA Grant-In-Aid Cap Antitrust Litigation
- Ford Shelby GT350 Mustang Overheating

EXPERIENCE

- Litigation Associate at Am Law 10 Law Firm, New York, New York
- Articling Student at "Seven Sister" Law Firm, Toronto, Canada

LEGAL ACTIVITIES

- President, Board of Directors, Eastside Legal Assistance Program (ELAP)

RECOGNITION

- Rising Star, Washington Super Lawyers, 2016-2022
- National Trial Lawyers Top 40 Under 40 in Washington State – Civil Plaintiff, 2022

PUBLICATIONS

- Co-author of the American Bar Association's "A Practitioner's Guide to Class Actions – Vermont Chapter," 2017
- "Designing a New Playbook for the New Paradigm: Global Securities Litigation and Regulation," 2011 Harvard Law School Forum on Corporate Governance and Financial Regulation
- "Legal Vulnerability of Bioethicists in Canada: Is a New Era Upon Us?" 30 Health Law in Canada 132, 2010
- "The Threat of the Oppression Remedy to Reorganizing Insolvent Corporations," Annual Review of Insolvency Law 429 (with Stephanie Ben-Ishai), 2009

PARTNER

Catherine Y.N. Gannon

PERSONAL INSIGHT

Ms. Gannon previously worked at leading law firms in both New York City and Toronto prior to joining Hagens Berman in Seattle. Outside of work, Ms. Gannon serves on the board of directors for the Eastside Legal Assistance Program, which provides pro bono civil legal services in the greater Seattle area. She has also volunteered with organizations such as Legal Voice, Disability Rights Washington, Advocates for Children of New York and The Innocence Project. A seasoned backpacker, Ms. Gannon once spent six months traveling to more than a dozen countries across five continents. She is fluent in French and can still pack a suitcase in less than 5 minutes.



PARTNER

Lucas E. Gilmore

Dedicated plaintiff attorney with more than a decade of experience prosecuting securities fraud, shareholder derivative, antitrust, and consumer class actions.

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YEARS OF EXPERIENCE
- 11

PRACTICE AREAS
- Securities

BAR ADMISSIONS
- California

COURT ADMISSIONS
- U.S. District Court for the Northern District of California
- U.S. District Court for the Northern District of California (Bankruptcy Court)
- U.S. District Court for the Central District of California
- U.S. District Court for the Southern District of California
- U.S. Court of Appeals, Ninth Circuit
- U.S. Court of Appeals, Second Circuit

EDUCATION
- University of California Hastings College of the Law, JD, 2007
- Vanderbilt University, BA, **cum laude**, 2002

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Advises institutional, government and individual investors on issues related to corporate governance, shareholder rights and securities litigation
- Key member of the firm's investor fraud team in which he, along with a group of attorneys, financial analysts, and investigators, counsels the firm's investor clients on their legal claims and prosecutes financial fraud cases

EXPERIENCE

- Litigated dozens of securities class actions against the largest companies and banks, including BNY Mellon, BP, Citibank, Deutsche Bank, HSBC, Quality Systems, Symantec, U.S. Bank and Wells Fargo
- Prosecuted a number of cases related to the financial crisis, including several actions arising out of the issuance of residential mortgage-backed securities and other complex financial products
- Represented litigants in all phases of litigation, at both the trial court and appellate levels

LEGAL ACTIVITIES

- Member, National Association of Public Pension Attorneys (NAPPA)
- Member, State Association of County Retirement Systems (SACRS)

RECOGNITION

- Super Lawyers, Rising Star: Securities 2014 - 2017

PUBLICATIONS

- "The Fraud-on-the-Market Presumption Is Alive and Well," Association of Business Trial Lawyer, San Diego, ABTL Report, Fall 2014

PERSONAL INSIGHT

Outside of the office, Mr. Gilmore enjoys boxing and serving as Defensive Coordinator of his sons' flag football teams.



PARTNER

Ben Harrington

Ben focuses on challenging fraudulent business practices and enforcing antitrust laws, drawing from his extensive experience representing both plaintiffs and defendants at all stages of litigation.

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YEARS OF EXPERIENCE
- 14

INDUSTRY EXPERIENCE
- Antitrust Litigation
- Consumer Rights
- Pharmaceutical Fraud

BAR ADMISSIONS
- California
- New York

COURT ADMISSIONS
- U.S. District Court for the Southern District of New York
- U.S. District Court for the Eastern District of New York

CLERKSHIPS
- Honorable Nina Gershon, U.S. District Court for the Eastern District of New York, 2014-2016
- Honorable Harris Hartz, U.S. Court of Appeals, Tenth Circuit, 2008-2009

EDUCATION
- University of California, Hastings College of the Law, J.D., **summa cum laude**, 2008
- The Evergreen State College, B.A., 2001

CURRENT ROLE

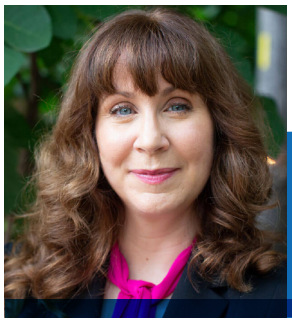
- Partner, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Ben worked as a litigation associate in the New York office of Quinn Emanuel Urquhart & Sullivan LLP

PERSONAL INSIGHT

If Ben is not working you will probably find him chasing after his young daughter, noodling on a guitar or tending to his ever-growing stable of bicycles.



PARTNER

Anne F. Johnson

Ms. Johnson specializes in high-stakes, complex litigation challenging Big Pharma's schemes to block consumer access to less expensive generic drugs, as well as mass actions fighting corporate indifference and greed.

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YEARS OF EXPERIENCE
- 19

PRACTICE AREAS
- Personal Injury
- Antitrust
- Consumer Protection

INDUSTRY EXPERIENCE
- Pharmaceuticals
- Automotive

BAR ADMISSIONS
- New York
- Texas

COURT ADMISSIONS
- U.S. District Courts for the Southern and Eastern Districts of New York

EDUCATION
- Brooklyn Law School, **cum laude**
- James Madison University, **magna cum laude**

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP

RECENT SUCCESS

- Ms. Johnson was instrumental in achieving a $200+ million aggregate settlement for her clients in General Motors LLC Ignition Switch Litigation.

EXPERIENCE

- Prior to joining Hagens Berman, Ms. Johnson was a partner at a Texas litigation firm and an associate at two New York City plaintiffs' class-action firms.
- Led the discovery, briefing and trial preparation teams on behalf of court-appointed co-lead counsel for the wrongful death and personal injury plaintiffs in **General Motors LLC Ignition Switch Litigation**, one of the largest product liability litigations in U.S. history.
- Member of the trial team in the first pay-for-delay pharmaceutical antitrust case to go to trial after the U.S. Supreme Court's watershed decision in **FTC v. Actavis**.
- Developed and filed multiple pharmaceutical antitrust cases challenging drug companies' schemes to prevent less expensive generic versions of brand name drugs from entering the market, including by using sham litigation, sham citizen petitions, pay-for-delay settlements and "product hopping."

ACTIVITIES

- Fundraising volunteer for Annie's List, which helps to elect progressive women to office in Texas
- Organized the American Constitution Society's Constitution in the Classroom program for New York City schools

RECOGNITION

- Brooklyn Law Review

NOTABLE CASES

- **General Motors LLC Ignition Switch Litigation**
- **Solodyn Antitrust Litigation**
- **Suboxone Antitrust Litigation**
- **Nexium Antitrust Litigation**
- **Provigil Antitrust Litigation**
- **Tricor Antitrust Litigation**

PERSONAL INSIGHT

When she's not working, Anne is on her porch listening to records – rhythm and blues, country or rock 'n' roll – with her family and dogs.



PARTNER

Reed R. Kathrein

Mr. Kathrein represents institutional, government and individual investors in securities fraud, and corporate governance cases.

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YEARS OF EXPERIENCE
- 45

PRACTICE AREAS
- Securities Litigation

BAR ADMISSIONS
- State of California
- State of Illinois
- State of Florida

COURT ADMISSIONS
- Supreme Court of California
- Supreme Court of Florida
- Supreme Court of Illinois
- U.S. District Court for the Northern District of California
- U.S. District Court for the Northern District of Illinois
- U.S. District Court of Colorado
- U.S. Court of Appeals, Ninth Circuit

EDUCATION
- University of Miami, J.D., 1977
- University of Miami, B.A., 1974

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Regular public speaker on securities, class action and consumer law issues

RECOGNITION

- Super Lawyer, Super Lawyers Magazine, 2007 - 2019

EXPERIENCE

- Litigated over 100 securities fraud class actions
- Worked behind the scenes in shaping the Private Securities Litigation Reform Act, the Securities Litigation Uniform Standards Act and the Sarbanes-Oxley Act
- Lawyer Representative, Ninth Circuit Court of Appeals
- Lawyer Representative, U.S. District Court for the Northern District of California, 2008-2011
- Chaired the Magistrate Judge Merit Selection Panel, U.S. District Court, Northern District of California, 2006-2008
- Co-chaired the Securities Rules Advisory Committee, U.S. District Court, Northern District of California, 2004-2006

LEGAL ACTIVITIES

- Member, National Association of Public Pension Attorneys (NAPPA)
- Member and Speaker, National Conference on Public Employee Retirement Systems (NCPERS)
- Member, Council of Institutional Investors (CII)
- Member, State Association of County Retirement Systems (SACRS)
- Member, National Council on Teacher Retirement (NCTR)
- Member, California Association of Public Retirement Systems (CALAPRS)
- Member, Michigan Association of Public Employee Retirement Systems (MAPERS)
- Member, Illinois Public Pension Fund (IPPFA)
- Member, Standing Committee on Professional Conduct, U.S. District Court, Northern District of California (Term expires 2017)
- Expedited Trial Rules Committee, U.S. District Court, Northern District of California, 2010-2012
- Lawyer Representative to the Ninth Circuit Court of Appeals, U.S. District Court, Northern District of California, 2008-2011
- Chair/ Member, Magistrate Judge Merit Selection Panel, U.S. District Court, Northern District of California, 2006-2008

PARTNER

Reed R. Kathrein

PUBLICATIONS

- "A Look at Recent Demographics and Other Statistics in Securities Fraud Class Actions," The NAPPA Report, October 2016
- "Post-Morrison: The Global Journey Towards Asset Recovery," Reed R. Kathrein, Peter E. Borkon, Nick S. Singer, contributing members, NAPPA Morrison Working Group, June 2016
- "Interview with Bernie Madoff," Hagens Berman, HBSS Securities News, Fall 2015
- "Is Your Fund Prepared for Halliburton?," March 2014
- "O Securities Fraud, Where Art Thou?, Enter Robocop," Hagens Berman, HBSS Securities News, November 2013
- "Professor Coffee to SEC: Hire Plaintiffs Bar!," Hagens Berman, HBSS Securities News, May 2013
- "Living in a Post-Morrison World: How to Protect Your Assets Against Securities Fraud," Reed R. Kathrein, Peter E. Borkon, contributing members, NAPPA Morrison Working Group, 2012
- "SEC Action Necessary, But Not Sufficient to Protect Investors," Hagens Berman, HBSS Securities News, November 2012
- "Are You Watching Your Private Equity Valuations?" Hagens Berman, HBSS Securities News, May 2012
- "What Do Trustees Need to Know When Investing In Foreign Equities?," Hagens Berman, HBSS Securities News, November 2011

PRESENTATIONS

- "Incoming! How the New Administration's Approach to Securities Laws and Regulations Affect Investors and Markets," MAPERS, Spring Conference, May 2017
- "Occupy Wall Street through Reform of the Securities Law," NCPERS, Legislative Conference, February 2012
- "Legal Issues Facing Public Pensions," Opal, Public Funds Summit, January 2012
- "Protection vs. Interference – What the New Federal Regulations Mean to Institutional Investors," NCPERS, Annual Conference, May 2011"The Immediate Need for Congress to Act on Investor Friendly Legislation," NCPERS, Annual Conference, May 2010
- "Investor Friendly Legislation in Congress," NCPERS, Legislative Conference, February 2010

NOTABLE CASES

- Litigated over 100 securities fraud class actions including cases against 3Com, Adaptive Broadband, Abbott Laboratories, Bank of America, Capital Consultants, CBT, Ceridian, Commtouch, Covad, CVXT, ESS, Harmonics, Intel, Leasing Solutions, Nash Finch, Northpoint, Oppenheimer, Oracle, Pemstar, Retek, Schwab Yield Plus Fund, Secure Computing, Sun Microsystems, Tremont (Bernard Madoff), Titan, Verifone, Whitehall, and Xoma
- Litigated many consumer, employment and privacy law cases including AT&T Wiretapping Litigation, Costco Employment, Solvay Consumer, Google/Yahoo Internet Gambling, Vonage Spam, Apple Nano

PARTNER

Reed R. Kathrein

Consumer, Ebay Consumer, LA Cellular Consumer, AOL Consumer, Tenet Consumer and Napster Consumer

PERSONAL INSIGHT

Reed is a recovering rock-and-roll drummer and banjo ukulele player. His rock band, the Stowaways, was voted 4th best in the State of Illinois out of 300 bands in the Jaycees Battle of the Bands. Reed's mother made his band costume of blue jean bell bottoms, sailor shirts and hats. The next year everyone wore blue jean bell bottoms to Woodstock. His prized possession is a 30lb Jeff Ocheltree snare drum made by Led Zeppelin John Bonham's drum technician. The rest of his kit is patterned after Dave Matthews Band's drummer, Carter Beauford. In his spare time, Reed works on playing Stairway to Heaven (drums) in his garage or Somewhere Over the Rainbow (banjo ukulele) in the High Sierra mountains.



PARTNER

Daniel J. Kurowski

2020 "Rising Star" in Illinois, Super Lawyers

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YEARS OF EXPERIENCE
- 17

PRACTICE AREAS
- Consumer Rights Litigation
- Sports Litigation
- Antitrust Litigation
- Pharmaceutical Fraud

CLERKSHIPS
- Hon. Paul E. Plunkett, Northern District of Illinois
- Hon. Maria Valdez, Northern District of Illinois

BAR ADMISSIONS
- Illinois

COURT ADMISSIONS
- U.S. Court of Appeals, Seventh Circuit
- U.S. Court of Appeals, Second Circuit
- U.S. District Court, Northern District of Illinois
- U.S. District Court, Central District of Illinois
- U.S. District Court, Southern District of Illinois

EDUCATION
- John Marshall Law School, J.D., **cum laude**, 2005
- Loyola University Chicago, B.B.A., with Honors, 2002

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Daniel J. Kurowski is a partner at Hagens Berman Sobol Shapiro LLP. Since 2006, Mr. Kurowski has focused his practice on protecting the interests of individuals and small companies prejudiced by large corporations and organizations, often in consolidated multi-district litigation proceedings. Based in Chicago, with cases located throughout the country, his current work with the firm covers a diverse variety of complex cases including:
  - Representing student-athletes in individual personal injury and class-action litigation pertaining to concussions/traumatic brain injuries suffered during sporting activities, including in **In Re National Collegiate Athletic Association Student-Athlete Concussion Injury Litigation** (N.D.Ill.), **Mayall v. USA Water Polo, Inc.** (C.D. Cal.) and **In Re NFL Players' Concussion Injury Litig.** (E.D. Pa.).
  - Representing consumers of electricity in action alleging claims against nearly two dozen defendants for perpetuating an extensive fuel oil fraud, resulting in users of electricity in Puerto Rico being overcharged by more than $1 billion dollars for electricity since 2002.
  - Representing purchasers with antitrust, consumer fraud and/or unjust enrichment claims against sellers and manufacturers of retail products.

RECENT SUCCESS

- **In re Pre-Filled Propane Sales & Marketing Practices Litigation** (W.D. Mo.) ($35 million in settlements involving multiple defendants)
- **In re Bayer Combination Aspirin Sales & Marketing Practices Litigation** (E.D.N.Y.) ($15 million settlement)
- **In re Aurora Dairy Organic Milk Marketing & Sales Practices Litigation** (E.D. Mo.) ($7.5 million settlement)
- **Silk v. Bowling Green State University** (Ohio Court of Claims) ($712,500 individual settlement for student-athlete injured as a result of alleged failures to properly manage athlete's concussions)
- **In re NFL Players' Concussion Injury Litigation** (E.D. Pa.) (over $3.3 million in approved claims for former NFL players)

RECOGNITION

- Illinois Rising Star, Super Lawyers Magazine, 2015 - 2020

EXPERIENCE

- Federal judicial law clerk, Hon. Paul E. Plunkett and Hon. Maria Valdez
- Intern, U.S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity, the U.S. Attorney's Office for the Northern District of Illinois and with Hon. Ronald A. Guzman and his staff
- During law school, Mr. Kurowski received multiple academic scholarships, served as a staff member and Lead Articles Editor for The John Marshall Law Review, and received an award for an appellate brief submitted in a national moot court competition

PARTNER

Daniel J. Kurowski

LEGAL ACTIVITIES

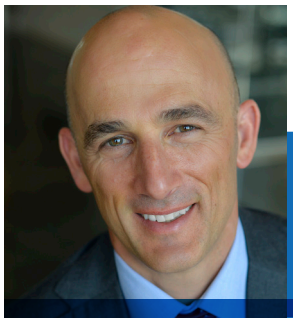
- Seventh Circuit Council on eDiscovery and Digital Information
- Member of American Association for Justice, Illinois State Bar Association, Chicago Bar Association
- Investigator, Chicago Bar Association, Judicial Evaluation Committee

NOTABLE CASES

- **Aurora Dairy Corporation Organic Milk Marketing & Sales Practices Litigation** (E.D. Mo.)
- **Bayer Corp. Combination Aspirin Product Marketing & Sales Practices Litigation** (E.D.N.Y.)
- **Bisphenol-A (BPA) Polycarbonate Plastic Products Liability Litigation** (W.D. Mo.)
- **Pre-Filled Propane Tank Marketing & Sales Practices Litigation** (W.D. Mo.)
- **RC2 Corp. Toy Lead Paint Products Liability Litigation** (N.D. Ill.)

PERSONAL INSIGHT

Dan enjoys staying active by competing in cyclocross races and equally intense races chasing after his two children. Dan is also a board member for the DuPage Cycling Foundation, a 501(c)(3) non-profit corporation that raises fund for community non-profits through the hosting and promotion of cycling events.



PARTNER

Thomas E. Loeser

Mr. Loeser obtained judgments in cases that have returned billions of dollars to millions of consumers and more than $100 million to the government.

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YEARS OF EXPERIENCE
- 22

PRACTICE AREAS
- Consumer Rights
- False Claims Act/**Qui Tam**
- Government Fraud
- Corporate Fraud
- Data Breach/Identity Theft and Privacy

INDUSTRY EXPERIENCE
- Automotive
- Consumer Fraud
- Cyber and Intellectual Property Crimes
- Racketeering
- False Claims
- Government Fraud
- Technology
- Software
- Recreation
- Athletic Apparel

BAR ADMISSIONS
- California
- Illinois
- District of Columbia

COURT ADMISSIONS
- District of Columbia
- U.S. District Court for the District of Columbia

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on class actions, False Claims Act and other whistleblower cases, consumer protection and data breach/identity-theft/privacy cases
- Successfully litigated class-action lawsuits against mortgage lenders, appraisal management companies, automotive manufacturers, national banks, home builders, hospitals, title insurers, technology companies and data processors
- Currently prosecuting consumer protection class-action cases against banks, automobile manufacturers, lenders, loan servicing companies, technology companies, national retailers, payment processors and False Claims Act whistleblower suits now under seal
- Obtained judgments in cases that have returned billions of dollars to millions of consumers and more than $100 million to the government

RECOGNITION

- Martindale-Hubbell® AV Preeminent rating, 2016 - 2022
- Washington Super Lawyers, 2016 - 2022
- Lawdragon 500 Leading Lawyers in America, Plaintiff Financial Lawyers, 2020 - 2022
- Leading Plaintiff Consumer Lawyer, Lawdragon, 2020
- The National Trial Lawyers: Top 100, 2019 -2020
- Leading Plaintiff Consumer Lawyers, Lawdragon, 2019
- Lawdragon 500, Lawdragon, 2019
- Top Attorneys in Washington, Seattle Met Magazine, 2016 – 2019

EXPERIENCE

- Experience trying cases in federal and state courts in San Francisco, Los Angeles and Seattle
- Served as lead or co-lead counsel in 12 federal jury trials and has presented more than a dozen cases to the Ninth Circuit Court of Appeals
- As a federal prosecutor in Los Angeles, Mr. Loeser was a member of the Cyber and Intellectual Property Crimes Section and regularly appeared in the Central District trial courts and the Ninth Circuit Court of Appeals
- Assistant U.S. Attorney, U.S. Department of Justice
- Wilson Sonsini Goodrich & Rosati

PARTNER

Thomas E. Loeser

- U.S. District Court for the Eastern District of California
- U.S. District Court for the Northern District of California
- U.S. District Court for the Southern District of California
- U.S. District Court for the Central District of California
- Supreme Court of California
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Western District of Washington
- Supreme Court of Washington
- Ninth Circuit Court of Appeals

EDUCATION

- Duke University School of Law, J.D., **magna cum Laude**, Order of the Coif, Articles Editor Law and Contemporary Problems, 1999
- University of Washington, M.B.A., **cum laude**, Beta Gamma Sigma, 1994
- Middlebury College, B.A., Physics with Minor in Italian, 1988

NOTABLE CASES

- Volkswagen Emissions Defect Litigation
- Shea Homes Construction Defect Litigation
- Meracord/Noteworld Debt Settlement Litigation
- Defective RV Refrigerators Litigation
- New Jersey Medicare Outlier Litigation
- Center for Diagnostic Imaging Qui Tam Litigation
- Countrywide FHA Fraud Qui Tam Litigation
- Chicago Title Insurance Co. Litigation
- KB Homes Captive Escrow Litigation
- Aurora Loan Modification Litigation
- Wells Fargo HAMP Modification Litigation
- JPMorgan Chase Force-Placed Flood Insurance Litigation
- Wells Fargo Force-Placed Insurance Litigation
- Target Data Breach Litigation
- Cornerstone Advisors Derivative Litigation
- Honda Civic Hybrid Litigation
- Hyundai MPG Litigation

LANGUAGES

- French
- Italian



PARTNER

Robert F. Lopez

Mr. Lopez continues practice on qui tam matters at the firm, representing whistleblowers in cases involving violations of federal and state laws that prohibit the making of false claims for government payments.

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PRACTICE AREAS
- Complex Commercial Litigation
- Health Care & Pharmaceuticals Litigation
- Intellectual Property Litigation
- Privacy Litigation
- Antitrust Litigation
- Securities Litigation
- **Qui Tam** Litigation

BAR ADMISSIONS
- Washington

COURT ADMISSIONS
- Western District of Washington
- Eastern District of Washington
- U.S. Court of Appeals for the Ninth Circuit

EDUCATION
- Gonzaga University, B.A., English Literature; Arnold Scholar
- University of Washington School of Law, J.D.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Offers a broad range of legal experience in the fields of:
  - Complex commercial litigation
  - Health care and pharmaceuticals litigation
  - Product defect litigation
  - False Claims Act litigation
  - Intellectual property litigation
  - Privacy litigation
  - Securities litigation
  - Antitrust litigation
  - Creditor-debtor litigation
- Member of firm's **In re Carrier IQ, Inc. Consumer Privacy Litigation** team
- Member of the firm's team representing the plaintiffs and proposed class in *Free Range Content Inc. v. Google Inc.*, an class-action case based on allegations that Google unlawfully denies payments to thousands of website owners and operators who place ads on their sites sold through Google AdWords
- Continues practice on **qui tam** matters at the firm, representing whistleblowers in cases involving violations of federal and state laws that prohibit the making of false claims for government payments

EXPERIENCE

- Experienced in prosecuting and defending appeals in the federal and state courts of appeal; representing institutions and consumers in nationwide class-action lawsuits, including in the federal multidistrict litigation setting; advising clients in non-litigation settings with respect to trademark, trade-name, copyright and Internet-communications law
- Member of firm's team representing one of the relators in the 2012 settlement with Amgen Inc., in which the company agreed to pay $612 million to the U.S. and various state governments in order to resolve claims that it caused false claims to be submitted to Medicare, Medicaid and other government insurance programs
- Member of the firm's team that prosecuted **In re Charles Schwab Corp. Securities Litigation**
- Experienced in class-action litigation against DaimlerChrysler Corporation relating to product defects in its Neon automobiles, nationwide class-action cases against Trex Company, Inc. and Fiber Composites, Inc.
- Founding Member and Partner, Socius Law Group PLLC
- Partner, Betts, Patterson & Mines, P.S.

PARTNER

Robert F. Lopez

NOTABLE CASES

- In re Pharmaceutical Industry Average Wholesale Price Litigation
- Amgen Inc. Qui Tam Litigation
- In re Metropolitan Securities Litigation
- In re Charles Schwab Corp. Securities Litigation
- In re Carrier IQ, Inc. Consumer Privacy Litigation



PARTNER

Jessica R. MacAuley

Ms. MacAuley was a fundamental part of the In re: Celebrex Antitrust Litigation trial team, which resulted in a $94 million settlement.

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YEARS OF EXPERIENCE
- 9

PRACTICE AREAS
- Antitrust Litigation
- Consumer Rights
- Pharmaceutical Fraud

BAR ADMISSIONS
- Massachusetts
- District Court of Massachusetts
- Second Circuit Court of Appeals

EDUCATION
- Northeastern University, B.A., **cum laude,** 2005
- The Pennsylvania State University, Dickinson School of Law, J.D., 2012

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on nationwide antitrust class actions and consumer fraud
- Member of the HBSS team of attorneys litigating on behalf of direct purchasers in In re: Restasis Antitrust Litigation. Ms. MacAuley directed day-to-day efforts for HBSS and was the leader of a team of attorneys investigating allegations related to the defendant's (Allergan) filing of sham citizen petition. Ms. MacAuley successfully argued the motion for final approval of the $51.25 million settlement for the direct purchaser class.
- Led a team of attorneys investigating privilege claims made by defendants in the In re Glumetza Antitrust Litigation and is now part of the team preparing for trial.
- Integral part of a trial team for class of direct purchasers in the In re: Celebrex Antitrust Litigation, which settled before trial for $94 million.
- Counsel in the In re: Suboxone Antitrust Litigation and the In re: Niaspan Antitrust Litigation. Tasked with overseeing the litigation for the HBSS office.
- Instrumental in reaching a $98 million settlement for direct purchasers of the immunosuppressant, Prograf.
- Oversaw discovery efforts, including managing meet and confers with defendants and directing factual issues for depositions, on behalf of direct purchasers In re: Solodyn Antitrust Litigation, a multi-district litigation challenging anticompetitive conduct by pharmaceutical drug makers that settled pre-trial with four defendants totaling over $76 million.

EXPERIENCE

- During law school Ms. MacAuley was a certified legal intern for the Rural Economic Development Clinic, advising clients on Marcellus shale exploration land rights, FDA regulations for artisanal cheese makers and formation of corporate entities for dairy farmers.

RECOGNITION

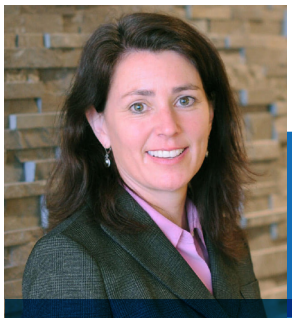
- "Rising Star," Massachusetts Super Lawyers Magazine, 2015 - 2019

NOTABLE CASES

- In re Glumetza Antitrust Litigation
- In re Prograf Antitrust Litigation
- In re Solodyn Antitrust Litigation
- In re Celebrex Antitrust Litigation
- In re Restasis Antitrust Litigation

PERSONAL INSIGHT

Jessica has long been active in social justice movements, starting in kindergarten when she led an unsuccessful boycott of Columbus Day.



PARTNER

Barbara Mahoney

Ms. Mahoney received her doctorate in philosophy from the Universität Freiburg (Germany), where she graduated magna cum laude.

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YEARS OF EXPERIENCE
- 20

PRACTICE AREAS
- Civil RICO
- Consumer Rights
- Environmental Litigation
- Intellectual Property
- State False Claims

INDUSTRY EXPERIENCE
- Pharmaceutical Industry
- Class Action Litigation

BAR ADMISSIONS
- Washington

COURT ADMISSIONS
- U.S. District Court, Western District of Washington
- U.S. District Court, Eastern District of Washington
- Ninth Circuit Court of Appeals

EDUCATION
- University of Washington, J.D., 2001
- Universität Freiburg, PhD, philosophy, **magna cum laude**, 1993

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Focuses primarily on national class actions and pharmaceutical litigation
- Currently part of the firm's legal team representing 2014-16 BMW i3 REx owners in a class action regarding a defect in the range extender that causes the cars to suddenly reduce speed and power without warning when transitioning from pure battery mode to the range extender.
- Represents consumers in a nationwide class action against Dometic Corporation seeking compensation for RV and boat owners who experienced extensive loss of property due to fires and explosions caused by defective refrigerators sold by Dometic.
- Extensively involved in several suits against McKesson relating to allegations the company engaged in a scheme that raised prices of 400+ brand-name prescription drugs. Resulted in two national class-action settlements for $350 million and $82 million. In related litigation, Ms. Mahoney represented Virginia, Connecticut, Arizona, Oregon, Utah and Montana in individual cases against McKesson.
- Extensively involved in **In re: Generic Pharmaceuticals Pricing Antitrust Litigation** on behalf of putative class of direct purchasers in MDL alleging generic drug manufacturers engaged in price fixing.
- Represents Kentucky homeowners in a putative class action against Louisville Gas & Electricity to recover the cost of removing coal ash and dust from their homes.
- Previously, she was involved in pioneering litigation against oil and energy companies for the village and tribe of Kivalina to recover the cost of extensive damage to the village caused by global warming.

RECOGNITION

- Rising Star, Washington Law & Politics, 2005

EXPERIENCE

- Worked in several areas of commercial litigation, including unlawful competition, antitrust, securities, trademark, CERCLA, RICO, FLSA as well as federal aviation and maritime law
- Associate, Calfo Harrigan Leyh & Eakes LLP (formerly Danielson Harrigan Leyh & Tollefson)
- Law Clerk, Justice Sanders, Washington Supreme Court
- Law Clerk, Judge Saundra Brown Armstrong, U.S. District Court, N.D. California

LEGAL ACTIVITIES

- Downtown Neighborhood Legal Clinic
- Q Law
- Cooperating Attorney with American Civil Liberties Union of Washington

PARTNER

Barbara Mahoney

NOTABLE CASES

- New England Carpenters v. First DataBank ($350 million class-action settlement)
- Douglas County v. McKesson ($82 million class-action settlement)

LANGUAGES

- Fluent in German
- Reads Swedish and French

PERSONAL INSIGHT

Ms. Mahoney lives in West Seattle with her partner and is very active in local athletic organizations. She is a former board member of Rain City Soccer, where she also organized a summer-long program on basic skills. She is also active in Seattle Frontrunners, a masters track club. She enjoys reading, running, soccer and studying foreign languages.



PARTNER

Martin D. McLean

Mr. McLean is a true trial attorney having tried 30 cases to verdict in various state and federal courts.

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YEARS OF EXPERIENCE
- 18

PRACTICE AREAS
- Personal Injury
- Civil Rights
- Insurance Bad Faith
- Public Records Act

BAR ADMISSIONS
- U.S. District Court for the Western District of Washington
- U.S. District Court for the Eastern District of Washington
- Ninth Circuit Court of Appeals
- Supreme Court of Washington

EDUCATION
- Seattle University School of Law, J.D., **cum laude**, 2002

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Represents individuals who have suffered catastrophic personal injury or loss
- Clientele includes a wide range of individuals, including children who have suffered harm while in state care, elderly adults who have experienced abuse or neglect in nursing homes and individuals harmed by medical negligence.
- Mr. McLean has been at the forefront of litigation involving the Washington Public Records Act.

RECENT SUCCESS

- During his tenure with Hagens Berman's personal injury team, Mr. McLean has contributed to numerous lawsuits resulting in multimillion-dollar recoveries on behalf of the firm's clients.

EXPERIENCE

- Mr. McLean is a seasoned trial attorney, with extensive experience in all phases of litigation.

NOTABLE CASES

- Marx v. DSHS, $3 million judgment on behalf of developmentally-disabled patient sexually abused at state-run hospital
- Tamas v. State of Washington, $525,000 judgment on behalf of three children seeking publicrecords from state agency
- Wright v. DSHS, $2,850,000 judgment against the state of Washington for negligent child abuse investigation
- Rudolph v. DSHS, $900,000 judgement on behalf of family of a vulnerable adult severely neglected in state-licensed adult family home

PERSONAL INSIGHT

Mr. McLean spent a year living in Italy studying art, history, Italian and wine-drinking. When not practicing law, Mr. McLean enjoys his new favorite hobby: raising his young son and daughter with his wife.



PARTNER

David P. Moody

Mr. Moody has successfully secured many multimillion-dollar recoveries on behalf of vulnerable citizens who have been abused, neglected or exploited.

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YEARS OF EXPERIENCE
- 28

PRACTICE AREAS
- Personal Injury Litigation
- Civil Rights

INDUSTRY EXPERIENCE
- Children, Elderly and Incapacitated Citizens who are Victims of Neglect or Abuse

BAR ADMISSIONS
- Washington

COURT ADMISSIONS
- U.S. Supreme Court
- U.S. Court of Appeals, Ninth Circuit

EDUCATION
- George Washington University School of Law, J.D., 1993
- University of Washington, B.A., 1990

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- A trial attorney with a passion for representing children, the disabled, elderly and incapacitated citizens

NOTABLE CASES

- Mr. Moody has secured many multimillion-dollar recoveries on behalf of vulnerable citizens who have been abused, neglected or exploited, including:
  - Largest jury verdict ever upheld against the State of Washington, DSHS ($17.8 million)
  - Largest single-plaintiff settlement against the State of Washington, DSHS ($8.8 million)
  - Largest recovery on behalf of three foster children ($7.3 million)
  - Largest single-plaintiff settlement on behalf of a child in Snohomish County, Washington ($5 million)
  - Largest judgment on behalf of an incapacitated child in Spokane County, Washington ($4 million)
  - Judgment for a disabled woman in Santa Clara County, California ($4 million)
  - Largest judgment ever obtained against Eastern State Hospital ($3 million)
  - Largest judgment ever obtained against the State of Washington, Child Study and Treatment Center ($3 million)
  - Judgment for a boy neglected and abused in Snohomish County, Washington ($2.85 million)
  - Judgment for a girl neglected and abused in Pierce County, Washington ($2.85 million)
  - Settlement on behalf of brain-injured infant abused in day care setting ($2.84 million)
  - Largest single-plaintiff jury verdict on behalf of an incapacitated adult in Kitsap County, Washington ($2.6 million)
  - Judgment in the amount of $2.5 million for a client abused at Eastern State Hospital
  - Largest single-plaintiff settlement on behalf of a developmentally disabled male in eastern Washington ($2.25 million)
  - Several additional settlements in excess of $1 million

PERSONAL INSIGHT

David is proud to be a native Washingtonian and enjoys strong ties to the eastern side of the state. David's grandfather Jack Edward Moody was born and raised in Dayton, Washington, and David's great-grandfather Edward Maple Moody was the Sheriff of Columbia County, Washington. David's maternal grandmother, Eva Armstrong, was one of the first female graduates of Whitman College in Walla Walla, Washington.



PARTNER

Christopher A. O'Hara

Plays key role in working with notice and claims administrators on all the firm's class settlements and class notice programs

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YEARS OF EXPERIENCE
- 34

PRACTICE AREAS
- Antitrust Litigation
- Consumer Rights
- Tax Law
- Securities Litigation
- Pharmaceutical Fraud

BAR ADMISSIONS
- Washington
- Arizona

COURT ADMISSIONS
- U.S. Court of Appeals, Ninth Circuit

EDUCATION
- University of Washington, B.A., Political Science, French Language and Literature, 1987
- Seattle University School of Law, J.D., **cum laude**, 1993

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on antitrust, consumer, tax and securities class actions
- Serves as plaintiffs' counsel in Hotel Occupancy Tax litigation against major online travel companies in various jurisdictions across the country
- Active member of firm's Microsoft defense team negotiating claims administration policy and processing rules in twenty consumer and antitrust class-action state settlements around the country
- Key role in working with claims administrators on all class settlements and class notice programs

RECENT SUCCESS

- Worked on related litigation against Expedia on behalf of a nationwide class of consumers who purchased hotel reservations and paid excessive "taxes and fees" charges. That case resulted in summary judgment in plaintiffs' favor and an eventual settlement for cash and credits totaling $134 million. Mr. O'Hara also played a leading role for the firm on the $235 million settlement of **In re Charles Schwab Securities Litigation** and the $1.6 billion settlement of **In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation**.
- Mr. O'Hara deposed more than a dozen of Big Tobacco's expert witnesses, research scientists and marketing executives for the tobacco litigation, focusing predominantly on the state of Arizona case. Coordinated Arizona's national and local expert witnesses, while contributing to all aspects of discovery and motion practice. Mr. O'Hara played a leading role in the firm's successful defense of the state of Arizona against claims brought by several Arizona counties in the aftermath of the state's tobacco litigation.

RECOGNITION

- Rising Star, Washington Law and Politics, 2003

EXPERIENCE

- Crowell & Moring, Paralegal, 1988-1990
- Cozen & O'Connor, Associate, 1993-1997

NOTABLE CASES

- **Tobacco Litigation** ($260 billion multi-state settlement)
- **Expedia Litigation** ($134 million settlement)
- **Charles Schwab Yieldplus Funds Litigation** ($235 million settlement)
- **Toyota Unintended Acceleration Litigation** ($1.6 billion settlement)
- **Microsoft Antitrust Litigation**

LANGUAGES

- French



PARTNER

Jerrod C. Patterson

Served as federal prosecutor for over nine years, prosecuting tax cases, fraud, and other financial crimes. Extensive experience trying complex cases to verdict.

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YEARS OF EXPERIENCE
- 20

PRACTICE AREAS
- Antitrust Litigation
- Racketeering
- Automotive Litigation

BAR ADMISSIONS
- Washington
- New York
- District of Columbia

CLERKSHIPS:
- The Hon. Louis F. Oberdorfer, U.S. District Court for D.C.
- U.S. Senate Judiciary Committee (Sen. Leahy) Washington, D.C.

EDUCATION
- University of California, Berkeley School of Law (Boalt Hall), J.D., May 2002; top 15% of graduating class
- Johns Hopkins University, School of Advanced International Studies (SAIS) M.A. in International Economics and International Relations, December 1997, Graduated with distinction (top 10%)
- Brown University A.B. in International Relations, May 1995, **magna cum laude**

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on antitrust and other fraud and RICO cases, including Generic Pharmaceuticals Pricing Antitrust, Dodge RAM 2500 and 3500 Emissions, and Ford/GM/FCA CP4 Injection Pump Defect
- Extensive experience in handling complex multidistrict cases.
- Mr. Patterson brings to the firm extensive trial experience and a history of prosecuting complex fraud cases, including tax fraud, bank fraud, wire fraud, money laundering and prescription fraud.

RECOGNITION

- Organized Crime and Drug Enforcement Task Force "Best Financial Investigation in the Nation" – 2012
- U.S. Attorney General "Outstanding Performance as a Special Assistant U.S. Attorney" – 2010
- Assistant Attorney General "Outstanding Tax Division Attorney" – 2009
- Assistant Attorney General "Outstanding Tax Division Attorney" – 2008

NOTABLE CASES

- **In re Animation Workers Antitrust Litig.**, 14-cv-4062 LHK (N.D. Cal.): Class-action antitrust case against major animation studios for conspiring to fix wages of their animators. The parties settled the case for $169M.
- **In re Generic Pharmaceuticals Pricing Antitrust Litig.** (E.D. Pa.): Class-action antitrust case against over two dozen generic pharmaceutical manufacturers for conspiring to fix the price of generic drugs.
- **In re Lithium Ion Batteries Antitrust Litig.**, 12-cv-5129 YGR (N.D. Cal.): Class-action antitrust case against large battery producers for conspiring to fix prices. The parties settled the case for a total of $113 million.
- As a federal prosecutor, led or co-chaired 11 federal jury trials, and 22 bench trials

EXPERIENCE

- Prior to joining Hagens Berman, Mr. Patterson served as an Assistant United States Attorney at the U.S. Attorney's Office in Seattle, WA.
  - Prosecuted complex fraud cases, including tax fraud, bank fraud, wire fraud, money laundering, and prescription fraud
  - Served as Project Safe Childhood Coordinator; led efforts to investigate and prosecute child pornography and child exploitation cases
  - Led prosecution of large-scale drug trafficking organizations, including cartels and street gangs, to interdict drug smuggling and investigate money laundering

PARTNER

Jerrod C. Patterson

- Trial Attorney, U.S. Department of Justice Washington, D.C., Tax Division, Northern Criminal Enforcement Section
  - Co-chaired prosecution of two defendants, in separate trials, for scheme to defraud the Cleveland Catholic Diocese
- Special Assistant U.S. Attorney, U.S. Attorney's Office for D.C. Nov. 2006 - May 2007
  - Prosecuted 22 bench trials in Sex Offense/Domestic Violence Section
- Associate, Wilmer Cutler Pickering (WilmerHale)

PERSONAL INSIGHT

Although not a Washington state native, Mr. Patterson has quickly adopted Seattle as his hometown. In his spare time, he and his family enjoy the local wineries, lakes and hiking trails.



PARTNER

Rio Pierce

Rio focuses his practice on enforcing antitrust laws and ensuring fair and free markets for the benefit of consumers.

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YEARS OF EXPERIENCE
- 8

PRACTICE AREAS
- Consumer Protection
- Intellectual Property

BAR ADMISSIONS
- California

COURT ADMISSIONS
- U.S. District Court for the Central District of California
- U.S. District Court for the Northern District of California
- U.S. District Court for the Southern District of California

CLERKSHIPS:
- Honorable Jerome Farris of the U.S. Court of Appeals for the Ninth Circuit, 2013 - 2014

EDUCATION
- Harvard Law School, **magna cum laude**, 2013
- Duke University, **magna cum laude**, 2005

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP

RECENT SUCCESS

- In re Broiler Chicken Antitrust Litig., No. 16-CV-08637 (N.D. Ill.) (part of team at Hagens Berman for indirect purchaser class; recovery to date of $106 million)
- In re Pork Antitrust Litig., No. 18-CV-01776 (D. Minn.) (part of team at Hagens Berman serving as co-lead counsel for indirect purchaser class; recovery to date of $20 million)
- Qualcomm Antitrust Litigation., No. 5:17-md-02773 (N.D. Cal.) (part of team at Hagens Berman acting as counsel for indirect purchaser class that resulted in certified class of hundreds of millions of consumers)
- In re Optical Disk Drive Antitrust Litig., No. 10-md-02143 (N.D. Cal.) (team at Hagens Berman acting as lead counsel for indirect purchaser class; recovery of $205 million)

RECOGNITION

- 2021 Top 40 Under 40 Civil Plaintiff Trial Lawyers in California, The National Trial Lawyers
- Chayes Fellow, National Prosecuting Authority in Cape Town, South Africa
- Teaching Fellow, Copyright EdX

EXPERIENCE

- Prior to joining Hagens Berman, Mr. Pierce worked as an associate for two years at Munger, Tolles & Olson, where he gained significant experience in class action and complex commercial litigation. Mr. Pierce also did extensive pro bono work on immigration matters.
- Law Clerk, U.S. Court of Appeals for the Ninth Circuit, Judge Jerome Farris, 2013-2014
- Associate, Munger Tolles & Olson, 2014-2016

LEGAL ACTIVITIES

- American Association for Justice

PUBLICATIONS

- "A Heavy Hand or A Light Touch: What Force Will California's Anti-SLAPP Statute Have After Baral v. Schnitt?" California Litigation Review, 2015

PERSONAL INSIGHT

A proud California native, Rio loves exploring the whole state, especially Big Sur. Prior to law school, Rio worked at Miramax for several years and still loves a good indie film. In his free time, Rio enjoys making pies.



PARTNER

Christopher R. Pitoun

Christopher R. Pitoun has focused on consumer litigation since graduating from law school and has gained broad experience representing individuals, municipalities and small businesses in all forms of complex litigation.

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YEARS OF EXPERIENCE
- 11

PRACTICE AREAS
- Consumer Protection
- Intellectual Property

BAR ADMISSIONS
- California
- U.S. District Court, Central District of California
- U.S. District Court, Northern District of California
- U.S. District Court, Southern District of California
- U.S. District Court, Eastern District of California
- U.S. Court of Appeals for the Ninth Circuit

EDUCATION
- Loyola Law School, Los Angeles, J.D. 2011, Note and Comment Editor, Loyola of Los Angeles Entertainment Law Review
- University of Chicago, M.A. 2005
- University of Michigan, B.A., with High Honors, 2004
- London School of Economics, General Course, 2003

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on class actions and other complex litigation

EXPERIENCE

- Prior to joining Hagens Berman, Chris worked as an associate at a large plaintiff's firm gaining extensive experience representing plaintiffs in business litigation involving copyright and trademark disputes, breach of contract claims and breach of fiduciary duty claims. He also worked on a number of nationwide class actions involving products liability matters in the pharmaceutical and construction industries.
- Office of the Attorney General of California, Business and Tax Division, Winter 2010

RECENT SUCCESS

- *BofA Countrywide Appraisal RICO*, No. 2:16-cv-04166 (C.D. Cal.) (part of team that secured $250,000,000 settlement on behalf of nationwide class of borrowers against appraiser)
- *Sake House Restaurants Racial Discrimination Litigation*, Case No. BC7087544 (Cal.Super.) (certified for settlement purposes first of its kind hostile work environment class of Hispanic/Latino restaurant workers against employer)
- *USC, Dr. Tyndall Sexual Harassment*, No. 2:18-cv-04258-SVW-GJS (C.D. Cal.) (part of team that secured $215,000,000 settlement on behalf of class of sexual assault survivors against university and OB-GYN)

NOTABLE CASES

- *CVS Generic Drug RICO Litigation*
- *Fiat Chrysler Low Oil Pressure Shut Off*
- *Fiat Chrysler Gear Shifter Rollaway*
- *Ford F-150 & Ranger Fuel Economy and Sales Practices Litigation*
- *Gilead HIV TDF Tenofovir Mass Tort*
- *Mattel/Fisher Price Rock 'N Play Wrongful Dealth Cases*

PRESENTATIONS

- Panelist, "Conscious Consumerism and the Government's Role in Regulating Companies' Ethical Promises," ABA Webinar. March 2022

LANGUAGES

- French

PERSONAL INSIGHT

Prior to attending law school, Chris taught English and French to high school students in China. Chris later decided to become a lawyer while marketing the film "Michael Clayton." In his spare time, Chris works as a volunteer for the American Friends of the Israel Museum, a non-profit which helps raise funds for the Israel Museum in Jerusalem.



PARTNER

Craig R. Spiegel

After helping obtain recent substantial settlements in cases against drug companies for deceptive marketing, Mr. Spiegel now helps in the firm's litigation efforts against auto manufacturers and others for illegal emissions of pollutants.

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YEARS OF EXPERIENCE
- 42

PRACTICE AREAS
- Consumer Rights

BAR ADMISSIONS
- California State Bar Association
- Illinois State Bar Association
- Washington State Bar Association

EDUCATION
- Harvard Law School, J.D., **cum laude**, 1979
- St. Olaf College, B.A., **summa cum laude**, 1975

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice primarily focuses on class actions concerning unfair pricing of pharmaceutical drugs. Recent cases include actions against AstraZeneca and Merck.

NOTABLE CASES

- Involved in the firm's antitrust class-action lawsuit against the NCAA accusing the sports-governing body of engaging in anti-competitive practices in regards to its scholarships or Grants in Aid (GIAs) program. In March of 2017, U.S. District Judge Claudia Wilken approved a sweeping $209 million settlement for student-athletes, and in March of 2019, a trial on the injunctive aspect of the case resulted in a change of NCAA rules limiting the financial treatment of athletes.
- Helped obtain a substantial settlement for the state of New York and New York City in their litigation against Merck for losses suffered from deceptive marketing of the prescription drug Vioxx
- Instrumental in obtaining a settlement for a class of Massachusetts consumers and third-party payors in their litigation against AstraZeneca, in which the class claimed that AstraZeneca deceptively marketed the prescription drug Nexium as superior to Prilosec
- Deeply involved in the firm's lawsuits on behalf of thalidomide victims, who suffered severe personal injuries when their mothers ingested thalidomide during their pregnancies in the late 1950s and early 1960s, without knowing that thalidomide had not been approved by the FDA

RECOGNITION

- 2021, 2019 Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute



PARTNER

Shayne C. Stevenson

Since fighting against sweatshops and the exploitation of undocumented workers with the workers' rights organization he founded at the Yale Law School, Shayne has focused his legal career on prosecuting cases against individuals and businesses who victimize others by violence, deception and fraud.

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YEARS OF EXPERIENCE
- 21

PRACTICE AREAS
- Appellate Litigation
- Civil & Human Rights
- Class Action
- Securities
- Whistleblower (Head of Practice)
  - Anti-Money Laundering Act
  - CFTC
  - False Claims Act
  - IRS
  - SEC

BAR ADMISSIONS
- Washington

CLERKSHIPS
- Honorable Betty B. Fletcher, Ninth Circuit Court of Appeals, 2001-2002
- Honorable Charles S. Haight, Jr., Southern District of New York, 2000-2001

EDUCATION
- Yale Law School, J.D. (2000)
- Gonzaga University, B.A., Philosophy and Political Science (double major),

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Leads the firm's whistleblower practice and litigates select class-action cases
- Litigates and argues both False Claims Act and a variety of class action cases in federal district courts and on appeal at the courts of appeal nationwide on behalf of whistleblowers, veterans, consumers, workers and investors
- Experienced in successfully handling False Claims Act, SEC, CFTC, and IRS whistleblower cases for whistleblowers worldwide against the world's largest financial companies, securities exchanges, accounting firms, medical device and pharmaceutical companies, medical providers, mortgage companies and other Fortune 500 corporations
- One of the nation's leading Dodd-Frank Whistleblower attorneys since the programs were adopted in 2010, representing several successful, record-breaking whistleblowers under the whistleblower programs of the Securities and Exchange Commission (SEC) and the Commodity Futures Trading Commission (CFTC)—including the two most notable whistleblowers under these programs
- Litigates select human rights and other public interest matters, including previous litigation against the Rio Tinto mining conglomerate for war crimes against the indigenous population of Bougainville in Papua New Guinea, a case that reached the U.S. Supreme Court
- Previously a felony prosecutor who successfully tried several multi-week jury trials and argued several cases in trial and appellate courts

EXPERIENCE

- King County Prosecuting Attorney's Office, Felony Prosecutor
- Law Clerk, Honorable Betty B. Fletcher, Ninth Circuit Court of Appeals, 2001-02
- Law Clerk, Honorable Charles S. Haight, Jr., Southern District of New York, 2000-01
- U.S. Attorney's Office, District of Connecticut, Intern

NOTABLE CASES

- CFTC v. Nav Sarao Futures Ltd. and U.S. v. Sarao (Northern District of Illinois) (CFTC whistleblower) Successfully represented the highly-publicized anonymous Dodd-Frank CFTC whistleblower who single-handedly identified an international market manipulator, who was extradited and convicted. The case is the subject of the best-selling book "Flash Crash" by Bloomberg reporter Liam Vaughn.
- In the Matter of EDGA Exchange, Inc., et al. (SEC whistleblower) Successfully represented another high-profile Dodd-Frank SEC whistleblower, the algorithmic trader and market structure expert Haim Bodek, who single-handedly identified securities law violations by a major U.S. securities exchange. Mr. Bodek was twice featured on the front page of the Wall Street Journal for his efforts, which led to the largest SEC fine in history against a financial exchange.

graduated summa cum laude (first-in-class); Truman Scholar; Jesuit Honor Society (1996)

PARTNER

Shayne C. Stevenson

- U.S. ex rel. Lagow v. Countrywide Financial Corp., et al. and U.S. ex rel. Mackler v. Bank of America, et al. (Eastern District of New York) Successfully handled both False Claims Act whistleblower cases representing relators in two separate lawsuits against Bank of America that culminated in the historic $1 billion settlement between the Department of Justice and Bank of America addressing mortgage origination and servicing fraud.
- In the Matter of New York Stock Exchange LLC, et al. (SEC whistleblower) Successfully represented Mr. Bodek in a second record-tying SEC whistleblower action against the NYSE, and affiliated national securities exchanges, for unlawful and undisclosed use of order types.
- In the Matter of Grant Thornton, LLP (SEC whistleblower) Successfully represented the Dodd-Frank SEC Whistleblower who brought the allegations of auditing fraud by this top-10 U.S. accounting and audit firm.
- Childress v. Bank of America Corp., et al. (Eastern District of North Carolina.) Successfully represented and settled this class action case on behalf of over 126,000 military servicemembers challenging Bank of America's violations of the Servicemember Civil Relief Act, resulting in tens of millions of dollars paid to veterans and their families.
- In the Matter of Cargill, Inc. (CFTC whistleblower) Successfully represented CFTC whistleblower in action against the largest private company in the United States.
- U.S. ex rel. Doe v. US WorldMeds LLC (Western District of Washington) Successfully represented False Claims Act relator who challenged off-label marketing and Anti-Kickback Statute violations
- Securities and Exchange Commission v. Moddha Interactive, et al. (District of Hawaii) (SEC whistleblower) Successfully represented SEC whistleblower who investigated and reported on fraudulent investment scheme shut down by the SEC.
- U.S. ex rel. Nowak v. Medtronic, Inc., (District of Massachusetts) Successfully represented False Claims Act relator in declined and settled FCA litigation challenging off-label promotion of medical devices.
- U.S. ex rel. Kite v. Besler Consulting, et al. (District of New Jersey) Successfully represented False Claims Act relator in several declined and settled FCA cases against area hospitals for Medicare fraud.
- Sarei v. Rio Tinto Plc (Central District of California) Litigated international human rights class action case under Alien Tort Statute to the Supreme Court.
- Hutchinson v. British Airways PLC, (Eastern District of New York) Successfully represented a class of consumers under Montreal Convention.

CLERKSHIPS

- Honorable Betty B. Fletcher, Ninth Circuit Court of Appeals, 2001-2002
- Honorable Charles S. Haight, Jr., Southern District of New York, 2000-2001

MEDIA INTERVIEWS AND COMMENTARY

- "CFTC Makes History With $200M Whistleblower Award," Law360, Oct. 21, 2021
- "FCA Overhaul Bill May Miss Mark on Reining in Fraudsters," Law360, July 28, 2021
- "Escobar Five Years Later: How FCA Earthquake is Reverberating," Law360, June 17, 2021
- "Lastest CFTC Bounty Stirs Calls for More Whistleblower Funds," Law360, Apr. 23, 2021
- "SEC Redefines Blockbuster with $114M Whistleblower Award," Law360, Oct. 22, 2020
- "CFTC Takes Extra Care to Cover Whistleblower Tracks," Law360, Sept. 10, 2020
- "Robbins Geller, Hagens Berman to Lead Pot Investors' Row," Law360, July 24, 2020
- "CFTC Awards Whistleblower $6m, Slams 'Baseless' Objection," Law360, June 9, 2020

PARTNER

Shayne C. Stevenson

- "SEC Ramps Up Whistleblower Awards," Wall St. Journal, May 4, 2020
- "CFTC Calls for Whistleblower Tips as Enforcement Evolves," Law360, Sept. 19, 2019.
- "Pharma Co. Inks $17.5m Deal to End FCA Kickback Suit," Law360, April 30, 2019.
- "Attorneys Reflect on Escobar's FCA Impact 2 Years Later," Law360, June 15, 2018.
- "SeaWorld Visitors Ask 9th Cir. to Flip Whale Abuse Suit," Law360, Mar. 12, 2018.
- "Dodd-Frank Whistleblowers Help Clean Up Our Markets," (Guest Column) ValueWalk, Feb. 6, 2018.
- "Attorneys React to DOJ's New Memo on FCA Dismissals," Law360, Jan. 26, 2018.
- "Limiting Whistleblower Rewards Weakens Program," Bloomberg Law, Nov. 2, 2017.
- "BofA's $42m Military Member Fee Settlement Wins Initial OK," Law360, Sept. 13, 2017
- "Sarao Flash Crash Manipulation Case Benchmarks Point in History," ValueWalk, Nov. 15, 2016
- "What SEC Whistleblowers Should Know About Insider Trading," (Guest Column) ValueWalk, Oct. 20, 2016
- "SeaWorld Patrons Ask 9th Cir. to Restore Orca Abuse Suit," Law360, Sept. 20, 2016
- "SEC cracks down on severance agreements that deter whistleblowing," Reuters, Aug. 16, 2016
- "Tax Court Interprets 'Collected Proceeds' Expansively for Whistleblowers," Standard Fed. Tax Reports, Aug. 11, 2016
- "Whistleblower Persuades Tax Court to Grant Discovery Motion," Standard Fed. Tax Reports, Aug. 4, 2016
- "Health Fraud Defense Attys Riding High As Wins Pile Up," Law360, Apr. 8, 2016
- "CFTC Whistleblower Office Comes of Age with Record Bounty," Law360, Apr. 4, 2016
- "Why Wash.'s Medicaid False Claims Act Must be Renewed," Law360, Mar. 24, 2016
- "Renew Tool That Fights Fraud," (Guest Column), The Daily Herald, Feb. 21, 2016
- "CFTC Can't Give Whistleblower Money Away," Wall St. Journal, Feb. 8, 2016
- "9th Circuit's FCA Ruling to Spark More Whistleblower Fights," Law360, July 9, 2015
- "Flash Crash' Case Gets Scrutinized," Automated Trader, May 4, 2015
- "Flash Crash Whistleblower May Get Millions of Dollars," Reuters, Apr. 23, 2015
- "'Flash Crash' Arrest Shakes Investors' Confidence," USA Today, Apr. 23, 2015
- "Alleged 'Flash Crash' Trader Told UK Watchdog to Ban HFT," Law360, Apr. 23, 2015
- "UK Trader Arrested Over 2010 Flash Crash," Financial Times, Apr. 22, 2015
- "Flash Crash Whistleblower May See Multi-Million Dollar Pay Day," Reuters, Apr. 22, 2015
- "'Flash Crash' Charges Filed," The Wall Street Journal (front-page), Apr. 21, 2015
- "UK Speed Trader Arrested," Reuters, Apr. 21, 2015
- "How a Mystery Trader May Have Caused the Flash Crash," Bloomberg, Apr. 21, 2015
- "CFTC, Feds Accuse UK HFT Trader of Role in Flash Crash," Law360, Apr. 21, 2015
- "BATS to Pay $14 Million to Settle Direct Edge Order-Type Case: A Record Amount," The Wall Street Journal, Jan. 12, 2015.
- "BATS Exchange to Pay Record $14 Million SEC Fine," Reuters, Jan. 12, 2015
- "BATS to Pay $14m SEC Fine in Wake of Order-Type Scandal," Automated Trader, Jan. 12, 2015
- "SEC Issues Largest Fine Ever to Exchange Over High-Frequency Trading Infractions," ValueWalk, Jan. 12, 2015.
- "IRS Releases Comprehensive Whistleblower Final Regs.," Standard Fed. Tax Reports, Aug. 14, 2014
- "Bank of America Whistleblower's Payday Lead to Calls for Reform," Law360, Aug. 6, 2014
- "UBS Whistleblower Ruling Reignites Arbitration Debate," Law360, Jan. 30, 2014

PARTNER

Shayne C. Stevenson

- "With $2B J&J Deal, FCA Proves It's Still The Anti-Fraud King," Law360, Nov. 4, 2013
- "Bank of America Fraud Trial Spotlights Whistleblower Awards," Reuters, Sept. 27, 2013
- "FCPA Whistleblower Bounty May Turn Tide For SEC Program," Law360, Aug. 20, 2013
- "Whistleblower Attorneys Eye DOJ Fraud Theory for New Bounties," Law360, Aug. 7, 2013
- "SEC's Second Whistleblower Award is Tip of the Iceberg," Law360, June 14, 2013
- "UBS Ruling Allays Fear Factor for SEC Whistleblowers," Law360, May 22, 2013
- "Five Tips for Building Bridges with Whistleblowers," Law360, Mar. 20, 2013
- "Analysis: Complaints Rise Over Complex U.S. Stock Orders," Reuters, Oct. 19, 2012
- "For Superfast Stock Traders, a Way to Jump Ahead in Line," Wall St. Journal (front-page) Sept. 19, 2012
- "UBS Whistleblower Nets $104 Million Award," CNN Money, Sept. 12, 2012"
- "Bank of America/Countrywide Whistleblower Kept 3-Year Secret," ABCNews, July 14, 2012
- "Whistleblowers Win $46.5m in Foreclosure Settlement," CNN, July 2, 2012
- "Whistleblowers Beware: Most Claims End in Disappointment," Huffington Post, June 4, 2012
- "Whistleblower Takes Home $14.5M in BoA Mortgage Deal," Law360, May 29, 2012
- "Bank of Amer. Whistleblower Receives $14.5m in Mortgage Case," Reuters, May 29, 2012
- "BoA Denied Homeowners Access to HAMP: Whistleblower," Law360, Mar. 7, 2012
- "Countrywide Inflated Home Values: Whistleblower Suit," Law360, Feb. 24, 2012
- "Killers of Somali Cabbie Get Longest Sentences Allowed," Seattle P-I, Mar. 24, 2006

PRESENTATIONS

- Speaker: "Whistleblowers & Financial Fraud," National Whistleblower Conference. San Francisco, CA. Jan. 22-23, 2018
- Speaker: "Financial Fraud," National Qui Tam Conference. Los Angeles, CA. Nov. 3-4, 2016
- Speaker: "Representing Dodd-Frank Whistleblowers," Taxpayers Against Fraud Education Fund, Annual Conference. Washington, D.C. Nov. 16, 2015.
- Speaker: "Secrets from the Plaintiff's Bar," Hospital and Health Care Law Conference: University of Washington. Seattle, WA. Apr. 24, 2015.
- Speaker: "False Claims in the Financial Sector," False Claims and Qui Tam Enforcement Conference. New York, New York. Jan. 21-22, 2015.
- Lecture: "Access to Civil Remedy," Business, Social Responsibility, & Human Rights, University of Washington School of Law. Seattle, Washington. Nov. 4, 2014
- Speaker: "Enforcement of Financial Fraud," False Claims Act: National Qui Tam Conference. San Francisco, California. Oct. 27-28, 2014.
- Lecture: "Human Rights Law After Kiobel," University of Washington School of Law. Seattle, Washington. Nov. 12, 2013.
- Speaker: "Financial Fraud Enforcement," False Claims Act: All Points of View, National Conference. San Francisco, California. Apr. 18-19, 2013.
- Lecture: "Strategy after Kiobel and Bauman," International Human Rights Seminar, University of Washington School of Law. Seattle, Washington. Apr. 17, 2013.
- Lecture: "Alien Tort Statute and Human Rights Litigation," University of Washington School of Law. Seattle, Washington. Nov. 13, 2012.
- Speaker: "Protecting Whistleblowers, Protecting the Public," Whistleblowing: Law, Compliance, and the Public Interest. Government Accountability Project. Seattle University School of Law. Seattle, Washington. Mar. 23, 2012.



PARTNER

Andrew M. Volk

Worked extensively on consumer claims against Expedia resulting in the largest summary judgment award in Washington state history

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YEARS OF EXPERIENCE
- 30

PRACTICE AREAS
- Patent Litigation
- Intellectual Property
- ERISA Litigation
- Hotel Tax Litigation

BAR ADMISSIONS
- New York
- Oregon
- Washington

EDUCATION
- Cornell Law School, J.D., **cum laude**, Articles Editor for Cornell International Law Review, 1991
- Columbia University, B.A., English, 1986

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on multi-state and nationwide consumer litigation, including diesel emissions and automobile defect claims.

EXPERIENCE

- Headed up litigation against Expedia on behalf of a nationwide class of consumers who purchased hotel reservations and paid excessive "taxes and fees" charges. That case resulted in summary judgment in plaintiffs' favor and an eventual settlement for cash and credits totaling $134 million.
- Extensively involved in ERISA cases for breach of fiduciary duties, including cases leading to settlements of claims on behalf of employees of Enron, Washington Mutual Bank, General Motors, the Montana Power Company and Sterling Savings Bank.
- Worked extensively on hotel tax collection cases against the major online travel companies (OTCs). The firm achieved settlements on behalf of Brevard County, Florida, the village of Rosemont, Illinois, and Denver, Colorado.
- Extensively involved in the State Attorneys General tobacco litigation in the late 1990s.
- Legal Writing and Research, University of Oregon School of Law, Instructor
- Attorney, Legal Aid Society, New York City

NOTABLE CASES

- **Mercedes Emissions** ($763 million settlement)
- **Expedia Litigation** ($134 million settlement)
- **Tobacco Litigation** on behalf of States (resolved in $260 billion settlement)
- **Enron ERISA Litigation** ($265 million settlement)
- **Washington Mutual Bank ERISA Litigation** ($49 million settlement)
- **General Motors ERISA Litigation** ($37.5 million settlement)



PARTNER

Garth Wojtanowicz

Named a "Rising Star" by Super Lawyers Magazine in 2006, 2007, 2010

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YEARS OF EXPERIENCE
- 21

PRACTICE AREAS
- Consumer Protection
- Securities Litigation
- Unfair Competition

BAR ADMISSIONS
- Washington
- California

EDUCATION
- University of Washington School of Law, J.D., 2000
- University of Washington, B.A., English, 1997

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on consumer protection cases
- Currently working on cases against Fresenius Medical Care, N.A. and DaVita, Inc., the first and second largest dialysis companies in the United States, relating to those companies' use of GranuFlo.
  Also working on a nationwide class action against medical waste disposal company Stericycle, Inc., challenging that company's pricing practices which resulted in hundreds of millions of dollars in over-charges to doctors' offices, dentist offices, hospitals and similar businesses

RECOGNITION

- "Rising Star" by Super Lawyers Magazine in 2006, 2007 and 2010

EXPERIENCE

- Member, Cornerstone Law Group, PLLC
- Associate, Danielson Harrigan Leyh & Tollefson, LLP
- Assistant City Attorney, Seattle City Attorney's Office, Civil Division

NOTABLE CASES

- Toyota Sudden, Unintended Acceleration (SUA) class-action lawsuit on behalf of Toyota owners and lessees, which resulted in an historic settlement recovery valued at $1.6 billion

PERSONAL INSIGHT

Mr. Wojtanowicz volunteers his time as a non-profit director for Girls Giving Back and the Blossoming Hill Montessori School and has worked as a volunteer attorney for the Northwest Immigrant Rights Project.



SENIOR COUNSEL

Kevin K. Green

Mr. Green is a career appellate lawyer. He has argued in multiple federal circuits, 10 different states and seven state supreme courts. He also works on critical motions and issues likely to go on appeal.

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YEARS OF EXPERIENCE
- 26

PRACTICE AREAS
- Appellate
- Consumer Rights
- Securities
- Investor Fraud
- Employment Litigation

BAR ADMISSIONS
- California

COURT ADMISSIONS
- U.S. Supreme Court
- United States Courts of Appeals for the Second, Third, Seventh, Eighth, Ninth, Tenth, Federal and District of Columbia Circuits
- U.S. District Courts for the Northern, Central, Eastern and Southern Districts of California

CLERKSHIPS
- Supreme Court of Indiana (Hon. Theodore R. Boehm, Associate Justice)
- U.S. District Court for the Southern District of California (Hon. Barry T. Moskowitz, Chief Judge 2012-19)

EDUCATION
- Notre Dame Law School, J.D., 1995
- University of California, Berkeley, B.A., with honors and distinction, 1989

CURRENT ROLE
- Senior Counsel, Hagens Berman Sobol Shapiro LLP
- Concentrates on appeals as well as consumer rights, securities and employment litigation
- Certified Appellate Specialist, State Bar of California Board of Legal Specialization (since 2006)

LEGAL ACTIVITIES
- Appellate Advisory Committee, Judicial Council of California (since 2013)
- Co-Chair, CAOC Amicus Curiae Committee (since 2011)
- California Lawyers Association, Committee on Appellate Courts (since 2019)
- Magistrate Judge Merit Selection Panel, Southern District of California (2013-17)
- Working Group, Access to Appellate Justice Program, San Diego County Bar Association (launched 2019)
- Working Group, San Diego Appellate Inn of Court (launched 2016)
- Working Group, Civil Appellate Self-Help Workshop (launched 2014)
- California Lawyers Association, Committee on Administration of Justice (2016-19) (during State Bar transition)
- Chair, Appellate Court Committee, San Diego County Bar Association (2010)
- State Bar of California, Committee on Appellate Courts (2006-09)

RECOGNITION
- Top 100 California Appellate Lawyers, American Society of Legal Advocates (since 2015)
- Super Lawyer (since 2008)
- Legal Aid Society of San Diego, Outstanding Service Award (2015)
- Consumer Attorneys of California, Presidential Award of Merit (2013 & 2016)

NOTABLE DECISIONS
- **Colbert v. Rio Tinto PLC**, 824 F. App'x 5 (2d Cir. 2020) (vacating dismissal of securities fraud complaint)
- **Mayall v. USA Water Polo**, 909 F.3d 1055 (9th Cir. 2018) (viable claims alleged concerning duty to implement concussion and return-to-play protocols)
- **Hernandez v. Restoration Hardware**, 4 Cal. 5th 260 (2018) (agreeing with CAOC as amicus curiae that unnamed class members must intervene for standing to appeal)
- **Friedman v. AARP, Inc.**, 855 F.3d 1047 (9th Cir. 2017) (UCL claim stated that AARP unlawfully transacted insurance without license)

SENIOR COUNSEL

Kevin K. Green

- **George v. Urban Settlement Serv.**, 833 F.3d 1242 (10th Cir. 2016) (reinstating RICO class complaint against Bank of America)
- **Duran v. U.S. Bank**, 59 Cal. 4th 1 (2014) (CAOC amicus curiae addressing representative evidence in class actions)
- **Wong v. Accretive Health**, 773 F.3d 859 (7th Cir. 2014) (upholding $14 million securities settlement)
- **Harris v. Superior Court**, 207 Cal. App. 4th 1225 (2012) ($65 million resolution for employee class after reversal)
- **Lynch v. Rawls**, 429 F. App'x 641 (9th Cir. 2011) ($15 million derivative settlement after first Ninth Circuit reversal on presuit demand requirement)
- **Kwikset Corp. v. Superior Court**, 51 Cal. 4th 310 (2011) (rejecting stringent interpretation of UCL standing prerequisites)
- **Luther v. Countrywide Fin. Corp.**, 195 Cal. App. 4th 789 (2011) (Securities Act class actions permitted in state court, leading to $500 million settlement)
- **In re F5 Networks, Inc. Derivative Litig.**, 207 P.3d 433 (Wash. 2009) (Washington follows demand futility standard, not universal demand rule)
- **Troyk v. Farmers Group**, 171 Cal. App. 4th 1305 (2009) (auto insurance policy violated disclosure statute; settled on appeal for $100 million monetary relief)
- **Smith v. Am. Family Mut. Ins. Co.**, 289 S.W.3d 675 (Mo. Ct. App. 2009) (reinstating $17 million jury verdict for plaintiff class)
- **Alaska Elec. Pension Fund v. Brown**, 941 A.2d 1011 (Del. 2007) (en banc) (intervening shareholders who show corporate benefit may seek attorney fees)
- **Ritt v. Billy Blanks Enters.**, 870 N.E.2d 212 (Ohio Ct. App. 2007) (reversing on class certification, leading to $40 million settlement)
- **McKell v. Washington Mutual**, 142 Cal. App. 4th 1457 (2006) (reversing and holding federal lending regulations did not foreclose UCL claims)
- **Lebrilla v. Farmers Group**, 119 Cal. App. 4th 1070 (2004) (reversing and ordering certification of California class; settled at trial for substantial class-wide relief)
- **Lavie v. Procter & Gamble Co.**, 105 Cal. App. 4th 496 (2003) (seminal precedent on California's reasonable consumer standard)

PUBLICATIONS

- **Amicus Curiae Update**, Forum (regular column for CAOC's periodical) (since 2012)
- **Distinguishing Mayor McCheese from Hexadecimal Assembly Code for Madden Football: The Need to Correct the 9th Circuit's 'Nutty' Rule barring Expert Testimony in Software Copyright Cases** (Oct. 2017) (with David Nimmer and Peter S. Menell) (available at SSRN)
- **Forfeiture at the Pleading Stage: Ask Permission First, Don't Apologize Later**, California Litigation (Vol. 28, No. 1, 2015) (with Rupa G. Singh) (Journal of State Bar Litigation Section)
- **Closing the Appellate Justice Gap**, Los Angeles Daily Journal (Feb. 10, 2015)
- **Appellate Review in California Class Actions**, California Litigation (Vol. 24, No. 2, 2011) (Journal of State Bar Litigation Section)
- **A Tool for Mischief: Preemptive Defense Motions Under BCBG Overtime Cases to Reject Class Certificatio**n, Forum (Vol. 39, No. 1, Jan./Feb. 2009) (with Kimberly A. Kralowec)

SENIOR COUNSEL

Kevin K. Green

- **The Unfair Competition Law After Proposition 64: The California Supreme Court Speaks**, Competition (Vol. 15, No. 2, Fall/Winter 2006) (Journal of State Bar Antitrust & Unfair Competition Law Section)

PRESENTATIONS

- Judicial Council CJER Webinar (Expanding Access to Justice in Appellate Courts, June 2020)
- Bridgeport Class Action Conference (Appellate Review of Issues in Class Actions, Jan. 2020)
- CAOC Webinar (Evidence at Class Certification: The Evolving Appellate Landscape, June 2019)
- San Diego County Bar Association (New Mandatory Disclosures Before Mediation, Jan. 2019)
- Bridgeport Class Action Conference (Expert Evidence at Class Certification, Jan. 2019)
- California Lawyers Association Webinar (New Mandatory Disclosures Before Mediation, Dec. 2018)
- Bridgeport Class Action Conference (Consumer Protection Cases Predicated on Omissions, Jan. 2018)
- State Bar Webinar (Material Omission Claims Under California's UCL, FAL and CLRA, Sept. 2017)
- Bridgeport Consumer Litigation Conference (Material Omissions, Jan. 2017)
- CAOC Webinar (Ninth Circuit Practice: Everything but the Brief, Nov. 2016)
- Bridgeport Class Action Litigation Conference (Objectors, Sept. 2016)
- CAOC Annual Convention (Class Action Update, Nov. 2014)
- San Diego County Bar Association (Moderator, Pleasing the Court: Making Your Oral Argument Count, Oct. 2014)
- State Bar of California Annual Meeting (Forfeiture: A Four-Letter Word in the Court of Appeal, Sept. 2014)
- Consumer Attorneys of San Diego, Class Action Symposium (Appellate Perspective on Class Actions, May 2014)
- State Bar of California Golden State Institute (California Supreme Court Panel, Oct. 2012)
- State Bar of California Annual Meeting (Moderator, Preparing an Appellate Record, Sept. 2009)
- CAOC Annual Convention (Employment Litigation Panel, Nov. 2008)

PERSONAL INSIGHT

Concerned a legal career meant taking life too seriously, Kevin spent several years after college blending work and travel. He taught English in Switzerland, toiled as a luggage porter in Australia and scaled a live volcano in Guatemala. He ran with the bulls at Pamplona before easing into a monastic life of appellate practice.

OF COUNSEL

Karl Barth

Key member on firm's securities fraud cases against companies such as Boeing, Einstein Noah Bagel Corp., Pepsi Puerto Rico Bottling Co., PriceCostco, Templeton Vietnam Opportunities Fund and Wall Data.

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YEARS OF EXPERIENCE
- 26

PRACTICE AREAS
- Securities Litigation
- Investor Rights

BAR ADMISSIONS
- Washington

EDUCATION
- Georgetown University Law Center, J.D.
- University of Virginia, B.S. Accounting, Certified Public Accountant

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Previously with the firm from 1994 through 2004 before he rejoined in 2010
- Key member on firm's securities fraud cases against companies such as Boeing, Einstein Noah Bagel Corp., Identix, Midcom Communications, MidiSoft, Oppenheimer Delta Partners, Pepsi Puerto Rico Bottling Co., PriceCostco, Templeton Vietnam Opportunities Fund and Wall Data
- Represents investors seeking to protect assets and recover investment losses from companies engaged in securities and accounting wrongdoing

EXPERIENCE

- Certified Public Accountant
- Certified Fraud Examiner
- Certified in Financial Forensics
- Consultant at a national financial consulting firm specializing in expert witness testimony on accounting and financial issues
- Graduated from Georgetown University Law Center, and from the University of Virginia with a B.S. in Accounting



OF COUNSEL

Erin C. Burns

Ms. Burns devotes her practice to serving those who have been injured by antitrust violations in a variety of industries.

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YEARS OF EXPERIENCE
- 20

PRACTICE AREAS
- Antitrust
- Class Actions

BAR ADMISSIONS
- Pennsylvania
- United States Courts of Appeals for the District of Columbia and the Third Circuits
- U.S. District Court for the Eastern District of Pennsylvania
- U.S. District Court for the Eastern District of Michigan

EDUCATION
- Villanova University School of Law, J.D., 2002
- University of Delaware, B.A. Psychology, 1999

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Ms. Burns founded ECB Law LLC, and previously worked as an associate attorney at NastLaw LLC and RodaNast P.C.
- Erin was a member of the Law & Briefing Committee for In re Zoloft (Sertaline Hydrochloride) Products Liability Litigation, MDL No. 2342 (E.D. Pa.) and also served as a member of the deposition team for Shane Group, Inc., et al. v. Blue Cross/Blue Shield of Michigan, Case No. 2:10-cv-14360-DPH-MKM (E.D. Mich.). She was also mediation counsel for In re Skelaxin (Metaxalone) Antitrust Litigation, MDL No. 2343 (E.D. Tenn.).

RECENT CASES

- In re Zetia (Ezetimibe) Antitrust Litigation, MDL No. 2836 (E.D. Va.).
- In re Avandia Marketing, Sales Practices and Products Liability Litigation, MDL No. 1871 (E.D. Pa.).
- In re Ranbaxy Generic Drug Application Antitrust Litigation, MDL No. 2878 (D. Mass.).

NOTABLE CASES

- In re Zoloft (Sertaline Hydrochloride) Products Liability Litigation, MDL No. 2342 (E.D. Pa.).
- Shane Group, Inc., et al. v. Blue Cross/Blue Shield of Michigan, Case No. 2:10-cv-14360-DPH-MKM (E.D. Mich.).
- In re Skelaxin (Metaxalone) Antitrust Litigation, MDL No. 2343 (E.D. Tenn.).

LEGAL ACTIVITIES

- Member of the American Bar Association and Pennsylvania Bar Association
- Featured panelist for the Legal Intelligencer's first annual Litigation Summit, speaking about taxation of costs under 28 U.S.C. §1920 for e-discovery expenses (2012)
- Chairperson of the Young Lawyers' Division and member of the Board of Directors of the Lancaster Bar Association (2005)
- Vice-Chairperson of the Young Lawyers' Division (2004)
- Leader for the Law Explorers Post (2004 – 2006). Erin taught monthly class for high school-aged children interested in careers in law. Her work included mock trial activities, sample law school and bar exam questions and guest speakers.

OF COUNSEL

Erin C. Burns

PERSONAL INSIGHT

When not practicing law, Erin spends as much time as possible with her husband and four children. She has spent nearly as much time patching up scraped knees and elbows as she has writing briefs. She and her husband have also served as foster parents. Erin also enjoys using their smoker to try to make various kinds of barbeque, with varying degrees of success.



OF COUNSEL

Mark S. Carlson

Mr. Carlson is an active member of the legal community frequently making presentations to legal forums and industry groups on intellectual property law.

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YEARS OF EXPERIENCE
- 34

PRACTICE AREAS
- Patent Infringement
- Trademark and Trade Dress Infringement
- Trade Secret Misappropriation
- Complex Litigation

BAR ADMISSIONS
- Washington
- U.S. District Court, Western District of Washington
- U.S. Court of Appeals, Federal Circuit
- Numerous other jurisdictions pro hac vice

EDUCATION
- University of Puget Sound School of Law, J.D., **cum laude**, 1987
- University of Washington, B.A., History, 1984

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Working in intellectual property since 1987, handling a full range of intellectual property litigation focused primarily on patent infringement disputes
- Currently representing FlatWorld Interactives in patent infringement litigation against Apple, Samsung and LG involving touch screen gesture recognition technology in the iOS and Android operating systems, Thought Inc. against Oracle involving software application data persistence technology, and the University of Utah in patent infringement litigation regarding RNA interference therapies for genetic diseases
- Active member of the legal community making presentations in legal forums and industry groups on intellectual property law
- Active participant in the Seattle Intellectual Property Inn of Court and Washington State Patent Law Association

RECENT CASES

- Twice litigated against AT&T on wireless handset, network and telematics patents
- Twice litigated on behalf of The Nautilus Group in patent, trademark, false advertising and unfair competition cases involving the BowFlex exercise machine and other exercise equipment
- Represented the owner of tradedress rights to the Stanley Classic vacuum bottle in trade dress litigation against Thermos
- Represented a software patent licensor in litigation against Microsoft over the scope of a license for relational database technology

EXPERIENCE

- Dorsey & Whitney, Patent Litigation Group
- Bogle & Gates, Intellectual Property Litigation Group

PUBLICATIONS/PRESENTATIONS

- "The European Privacy Directive for Personal Data," American Electronics Association Newsline for the Washington State Council
- "Recovery of Pure Economic Loss in Product Liability Actions: An Economic Comparison of Three Legal Rules," University of Puget Sound Law Review
- "Patent Litigation and the Non-Practicing Entity," ITRI IP Executives Conference, University of Washington Foster School of Business, 2012

OF COUNSEL

Mark S. Carlson

- "Vernor v. Autodesk, the Future, or Demise, of the First Sale and Essential Step Defenses in Copyright," Seattle Intellectual Property Inn of Court, 2011
- "What Are My Odds? A Disciplined Approach to Assessing Case Value and Litigation Risk," Seattle Intellectual Property Inn of Court, 2010
- "Medimmune v. Genentech: Consequences for Patent Licenses, Litigation and Settlements," 2009
- "E-Discovery and the New Federal Rules," 2008
- "Recent Developments in Pharmaceutical Patents," 2008

LEGAL ACTIVITIES

- Seattle Intellectual Property Inn of Court
- Washington State Patent Law Association
- American Intellectual Property Law Association

NOTABLE CASES

- Thought v. Oracle
- FlatWorld v. Apple; v. Samsung; v. LG
- University of Utah v. Max Planck Institute, et al.
- Airbiquity v. AT&T, et al.
- Timeline v. Microsoft; v. Oracle; v. Sagent
- The Nautilus Group v. Icon Health and Fitness



OF COUNSEL

Jeannie Evans

Successfully litigates multimillion- and multibillion-dollar antitrust and other complex fraud cases.

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YEARS OF EXPERIENCE
- 25

PRACTICE AREAS
- Antitrust Litigation
- Investor Fraud
- Securities

BAR ADMISSIONS
- Illinois
- California

CLERKSHIPS:
- Hon. Alex Kozinski, U.S. Court of Appeals for the Ninth Circuit, summer 1997. Hon. Susan Illston, U.S. District Court for the Northern District of California, summer 2003

EDUCATION
- Harvard Law School, J.D. **cum laude**, 1997
  Executive Editor, Harvard Journal of Law and Public Policy; Federalist Society; Asia Law Society
- Brigham Young University, B.A., Political Science, **summa cum laude**, Ezra Taft Benson Scholar; University Honors, 1994
  Editor-in-Chief, Journal of International and Area Studies

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Represents plaintiffs in complex litigation, focusing on antitrust and financial fraud claims

EXPERIENCE

- Jeannie has successfully represented both plaintiffs and defendants in multimillion- and multibillion-dollar disputes in state and federal courts across the country
- Co-Founder and Managing Partner of Agrawal Evans LLP, a trial and appellate boutique firm based in Chicago
- Kirkland & Ellis LLP (Chicago)
- Wilson Sonsini Goodrich & Rosati (Palo Alto)

AWARDS & RECOGNITION

- President, Harvard Law Society of Illinois, 2016-2017
- Chicago Chapter Chair, J. Reuben Clark Law Society, 2016-2017
- BYU Law School Board of Advisors, 2017
- Best Lawyers, Women of Influence Nominee, 2017
- Illinois Super Lawyer, 2016 - 2018

PRESENTATIONS

- Basics of Accounting for Lawyers 2015, Practicing Law Institute (PLI)
- Basics of Accounting for Lawyers 2014, Practicing Law Institute (PLI)
- Preparing the Expert Witness for Deposition 2013, Pincus Professional Education

LANGUAGES

- Cantonese (Chinese)
- Mandarin (Chinese)

PERSONAL INSIGHT

Jeannie loves the outdoors — body surfing in the ocean, hiking in the mountains, running, or playing tennis with her husband and four children.



OF COUNSEL

Rachel E. Fitzpatrick

Ms. Fitzpatrick was a member of the trial team responsible for a $5.25 million dollar jury verdict on behalf of an Ohio plaintiff who was badly burned while trying to rescue her paraplegic son.

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YEARS OF EXPERIENCE
- 10

PRACTICE AREAS
- Complex Civil Litigation
- Consumer Fraud
- Mass Tort

BAR ADMISSIONS
- Arizona

EDUCATION
- Arizona State University, B.S., **magna cum laude,** 2007
- Arizona State University Sandra Day O'Connor College of Law, J.D., 2011

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Practice focuses on complex civil litigation and nationwide class actions, including consumer fraud and mass tort
- Ms. Fitzpatrick is a member of the firm's Auto Group, working on behalf of consumers in class actions against auto manufacturers involving vehicle defects. Her current auto cases involve dangerous defects that result in vehicle or engine fires in certain Hyundai, Kia, and Ford vehicles

RECENT SUCCESS

- Ms. Fitzpatrick worked on behalf of Hyundai and Kia vehicles owners to secure a nationwide class settlement in litigation where Plaintiffs alleged a defect in nearly 4 million class vehicles equipped with Theta II GDI engines posed a risk of catastrophic engine failure and fire. The settlement secured various categories of reimbursement and compensation for costly engine repairs and engine fires, as well as a lifetime transferable warranty against the engine defect. The Court granted final approval of the settlement in May 2021.
- Ms. Fitzpatrick was among the team litigating against General Motors for concealing from consumers the notorious and deadly ignition switch defect, as well as other defects, across 12 million GM vehicles. After years of complicated and protracted litigation, the case settled for $120 million, and the Court granted final approval of the settlement in December 2020.
- Ms. Fitzpatrick worked on behalf of student-athlete plaintiffs in the highly publicized cases Keller v. Electronic Arts and In re NCAA Student-Athlete Name and Likeness Licensing Litigation. The cases alleged that video game manufacturer Electronic Arts, the National Collegiate Athletic Association, and the Collegiate Licensing Company violated state right of publicity laws and the NCAA's contractual agreements with student-athletes by using the names, images, and likenesses of the student athletes in EA's NCAA-themed football and basketball video games.
- In March 2012, Ms. Fitzpatrick was a member of the trial team responsible for a $5.25 million dollar jury verdict on behalf of an Ohio plaintiff who was badly burned while trying to rescue her paraplegic son from his burning home. The verdict is believed to be the largest in Columbiana County, Ohio history.

NOTABLE CASES

- In re: Kia Engine Litigation ("Engine I"), U.S. District Court, CD Cal, Case No. 8:17-cv-00838-JLS-JDE
- In re: Hyundai and Kia Engine Litigation II ("Engine II"), U.S. District Court, CD Cal, Case No. 8:18-cv-02223-JLS

OF COUNSEL

Rachel E. Fitzpatrick

- In re: General Motors LLC Ignition Switch Litigation, U.S. District Court, SD NY, Case No. 14-MD-2543 (JMF)
- Keller v. Electronic Arts Inc., U.S. Court of Appeals, Ninth Circuit, Case No. 10-15387
- In Re NCAA Student-Athlete Name and Likeness Licensing Litigation, U.S. District Court, ND Cal., Case No. 3:09-CV-01967-CW
- Antonick v. Electronic Arts, Inc., U.S. District Court, ND Cal., Case No. 3:11-CV-01543-CRB

PERSONAL INSIGHT

Ms. Fitzpatrick spent three years as a professional NFL cheerleader for the Arizona Cardinals and traveled with the squad to Iraq, Kuwait, and the United Arab Emirates to perform for troops stationed overseas.

OF COUNSEL

Laura Hayes

Ms. Hayes is involved in class-action lawsuits against pharmaceutical companies and is committed to the vigorous prosecution of antitrust cases.

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YEARS OF EXPERIENCE
- 15

PRACTICE AREAS
- Antitrust Litigation
- Pharmaceutical Fraud

CLERKSHIPS
- Connecticut Judicial Branch
- Appellate Division of the Rhode Island Office of the Public Defender

BAR ADMISSIONS
- Supreme Judicial Court of the Commonwealth of Massachusetts

COURT ADMISSIONS
- U.S. District Court for the District of Massachusetts

EDUCATION
- Boston University School of Law, J.D., 2007
- Middlebury College School of Arabic
- Boston University, B.S., magna cum laude

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP

RECENT CASES

- In re Intuniv Antitrust
- In re Effexor Antitrust
- In re Loestrin 24 Fe Antitrust Litigation
- In re Celebrex (Celecoxib) Antitrust Litigation

EXPERIENCE

- Member of the team responsible for $94 million settlement on behalf of direct purchaser class in In re Celebrex (Celecoxib) Antitrust Litigation, 2:13-cv-361, E.D. Va., ECF Nos. 64, 455, and the $120 million settlement (motion for preliminary approval pending) in In re Loestrin 24 Fe Antitrust Litigation, 1:13-md-02472, D.R.I., ECF Nos. 10, 1050.
- Prior to joining Hagens Berman, Laura was an associate at Gargiulo Rudnick LLP, where she litigated Medicaid and Medicare fraud cases. She also has years of work experience doing contract work on a variety of complex litigations.
- Following law school, Laura was a clerk for the Connecticut Judicial Branch. In that role, she addressed novel pre-emption and spoliation of evidence questions.
- She is a graduate of Boston University School of Law, where she acted as articles editor for the Journal of Science and Technology Law.
- She received her Bachelor of Science degree from Boston University with a concentration in journalism.

PERSONAL INSIGHT

Laura spends her free time in fall and winter managing and training sprint sled dogs and getting them and her husband to races in the Northeast, Quebec and sometimes Europe. She runs the B team in four-dog sled classes. Laura also serves on the board of the United States Federation of Sled Dog Sports.



OF COUNSEL

John D. Jenkins

John has extensive experience in the government and private sector as a trial attorney and manager of complex investigations and prosecutions.

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PRACTICE AREAS
- Investor Fraud
- Securities

EDUCATION
- University of Southern California, B.A. and J.D.

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- John Jenkins has considerable experience as a trial lawyer, corporate advisor, president of an internationally recognized investigative and security firm and expert in complex investigations and prosecutions.

EXPERIENCE

- Former Deputy District Attorney in Orange County, California
- Prior to joining Hagens Berman, Mr. Jenkins was a lawyer at Hill, Wynne, Troop & Meisinger. He also has more than 20 years of experience managing domestic and international investigations. He was previously the president of CoreFacts, before and after the sale of CoreFacts as the investigative consulting platform to what became CoreLogic, Inc. (NYSE: CLGX), a leading global risk mitigation and business solutions provider. Prior to CoreFacts, he was an executive at two leading global investigative consulting firms.

ACTIVITIES

- Member, Board of Governors at the University of Southern California
- Member, Board of Directors of Lear Capital

PERSONAL INSIGHT

In his spare time, John enjoys fishing with his son and watching his twin daughters compete as saber fencers.



OF COUNSEL

Robert A. Jigarjian

Rob brings a combination of securities industry and complex litigation experience to the firm and its clients.

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YEARS OF EXPERIENCE
- 28

PRACTICE ARES
- Investor Fraud
- Securities

BAR ADMISSIONS
- California

COURT ADMISSIONS
- All California District and State Courts,
- U.S. Court of Appeals, Ninth Circuit,
- U.S. Court of Appeals, Second Circuit

EDUCATION
- Hamilton College, AB, 1981
- Tulane University, MBA, 1985
- Golden Gate University, JD, 1993

CURRENT ROLE

- Of counsel, Hagens Berman Sobol Shapiro LLP
- Practice primarily focuses on identifying and developing securities and derivative actions

EXPERIENCE

- Prior to joining Hagens Berman, he worked as a partner at law firms practicing primarily in securities and derivative litigation. Rob also owned his own firm within the same practice areas.
- While in law school, Rob interned with the United States Securities and Exchange Commission and worked for two prominent securities class action firms.
- Before attending law school, Rob worked for several years as an institutional sales trader for a boutique Wall Street investment bank where he specialized in analyzing and trading bank-issued securities with the firm's institutional investor clients.

LEGAL ACTIVITIES

- Rob served as a voluntary discovery referee for the California Superior Court for the county of Marin to help minimize judicial resources during discovery disputes.

NOTABLE CASES

- Matters on which Rob has worked and helped investors, corporations and a bankruptcy trustee to obtain significant recoveries include the following:

In re Equitec Rollup Litigation, No. C-90-2064 (N.D. Cal.)
In re Prison Realty Securities Litigation, No. 3:99-0452 (M.D. Tenn.
In re Digex, Inc. Shareholders Litigation, C.A. No. 18336 (Del. Ch.)
Isco v. Kraemer, No. CV 95-08941 (Super. Ct., Maricopa Co., Ariz.
Saito v. McKesson HBOC, Inc., No. 376, 2001 (Del.)
Saito v. McCall (Del. Ch.) Scheonfeld, et al. v. XO Communications, Inc., No. 01-018358 (N.Y. Sup. Ct., Nassau County)
In re Salomon Analyst Litigation (S.D.N.Y.) Hermerding v. Tripathi, et al., Adv. No. 09-5004 (Bankr. N.D. Cal.)

PERSONAL INSIGHT

A Maine native and recent Seattle transplant, Ted is working hard to master the intricacies of composting and to remember that the ocean lies to the west now, not the east.



OF COUNSEL

Michella A. Kras

State Bar of Arizona President's Volunteer Service Award, 2010

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YEARS OF EXPERIENCE
- 18

PRACTICE AREAS
- Commercial Litigation
- Complex Civil Litigation

BAR ADMISSIONS
- Arizona
- U.S. District Court for the District of Arizona

EDUCATION
- Arizona State University College of Law, J.D., **magna cum laude**, 2003
- Arizona State University, B.A., 1997

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Practice focuses on class actions and complex litigation
- Extensive expertise in complex litigation in a variety of commercial contexts, including actions involving various contractual breaches, RICO violations, securities fraud, negligent and intentional torts, and federal and state employment law

RECOGNITION

- State Bar of Arizona President's Volunteer Service Award, 2010
- Rising Star, Southwest Super Lawyers, 2014

EXPERIENCE

- Member of the commercial and securities litigation group in the Phoenix office of an international law firm where she worked on complex litigation matters involving private securities offerings, private lending, asset purchase agreements, shareholder and member disputes, and federal and state wage and hour disputes
- Associate, Steptoe & Johnson LLP, 2007-2013
- Associate, Gammage & Burnham, work included civil litigation, employment law, election law, health care law and estate planning, 2004-2007
- Judicial Law Clerk, Arizona Supreme Court, work consisted of a variety of appeals, including civil cases, criminal actions and attorney discipline, 2003-2004

LEGAL ACTIVITIES

- Consistent commitment to pro bono work. She's worked on several pro bono matters, including obtaining Special Juvenile Immigrant Status for a teenager that was brought to the United States as a toddler and later abandoned by her parent
- Volunteer and member of the steering committee for Wills for Heroes, an organization that provides free estate planning for Arizona's first responders

NOTABLE CASES

- Successfully litigated and obtained summary judgment on multiple matters involving breach of contract, conversion, intentional interference and breach of fiduciary duty, even successfully piercing the corporate veil



OF COUNSEL

James J. Nicklaus

During his legal career, Mr. Nicklaus has represented clients in antitrust, securities fraud, product liability and patent litigation.

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BAR ADMISSIONS

- Massachusetts

COURT ADMISSIONS

- U.S. District Court for the District of Massachusetts

EDUCATION

- Harvard Law School, J.D., magna cum laude, 1993 Harvard Legal Aid Bureau, Student Representative on Committee on Clinical Education
- Harvard College, B.A., East Asian Languages and Civilizations, cum laude, Phi Beta Kappa, 1990

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Practice focuses on pharmaceutical antitrust litigation and investigations of potential violations of antitrust law by pharmaceutical companies

EXPERIENCE

- Prior to joining Hagens Berman, Mr. Nicklaus worked for other firms in the Boston area, including representing clients in insurance coverage, product liability and lender liability litigation at Michienzie & Sawin LLC and representing clients in insurance coverage, patent, product liability, antitrust and securities fraud litigation at Willcox, Pirozzolo & McCarthy, P.C. Mr. Nicklaus began his legal career as an associate and junior partner at Hale and Dorr LLP (now WilmerHale).



OF COUNSEL

Hannah Schwarzdchild

Hannah has litigated cases involving employee and consumer rights, and now focuses on antitrust claims in the pharmaceutical industry.

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hannahs@hbsslaw.com

YEARS OF EXPERIENCE
- 33

BAR ADMISSIONS
- State of California (inactive)
- State of Pennsylvania

PRACTICE AREAS
- Antitrust Litigation
- Consumer Rights

COURT ADMISSIONS
- U.S. District Court for the Northern District of California
- Ninth Circuit Court of Appeals
- U.S. District Court for the Eastern District of Pennsylvania
- Third Circuit Court of Appeals

EDUCATION
- University of California, Berkeley, Boalt Hall School of Law, J.D., 1989
  AmJur Award, 1988; Best Brief Award, Moot Court Competition, 1987
- University of California, Berkeley, A.B., History, Phi Beta Kappa, 1986

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Practice focuses on consumer and antitrust litigation
- Involved in multi-district antitrust litigation involving brand pharmaceutical products, including Zetia, Niaspan and Suboxone, among others.

EXPERIENCE

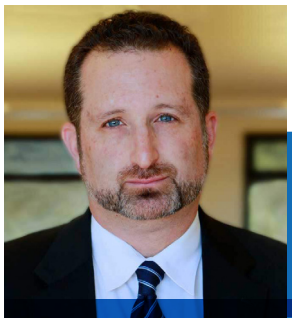
- Prior to joining Hagens Berman, Ms. Schwarzschild coordinated large-scale litigation projects in Boston and Philadelphia. Over the past 25 years, she has litigated employment and consumer rights cases in federal and state courts and administrative agencies, including jury and bench trials and appeals.

PUBLICATIONS

- Same-Sex Marriage and Constitutional Privacy, Berkeley Women's Law Journal, 1989.

PERSONAL INSIGHT

Hannah grew up in and around New York City. Before law school, she helped build a community arts facility in San Francisco's Mission District in the 1980s and worked on nuclear arms control at the Ploughshares Fund. Hannah has been working for LGBT rights and Middle East peace and justice for more than 20 years. These days, her best times are spent noodling around Cambridge and Cape Cod with her partner and stepdaughter in search of interesting food, art, wildlife and humans.



OF COUNSEL

Benjamin J. Siegel

Mr. Siegel is an experienced litigator with a focus on antitrust law who has represented clients in state and federal courts, on appeals, as well as before arbitrators and governmental agencies, and has achieved significant settlements.

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YEARS OF EXPERIENCE
- 14

PRACTICE AREAS
- Antitrust Litigation

BAR ADMISSIONS
- California

COURT ADMISSIONS
- U.S. District Court for the Northern District of California
- U.S. District Court for the Eastern District of California
- U.S. Court of Appeals
- Ninth Circuit

CLERKSHIPS
- Hon. Thomas M. Reavley, U.S. Court of Appeals for the Fifth Circuit

EDUCATION
- The University of Texas School of Law, The University of Texas LBJ School of Public Affairs, J.D., M.P.A., Order of the Coif, High Honors, 2007
- Articles Editor, Texas Law Review; Texas Law Review Best Litigation Note, Volume 85; Texas Law Public Interest Fellowship; LBJ Foundation Award, First in Class
- Yale University, B.A. Political Science, **cum laude**, Phi Beta Kappa, 2000

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP

RECENT CASES

- *In re Optical Disk Drive Prods. Antitrust Litigation, No. 3:10-md-2143-RS (N.D. Cal.)*
- *In re NCAA Grant-In-Aid Antitrust Litigation, 4:14-md-02541-CW (N.D. Cal.)*
- *In re Resistors Antitrust Litigation, 5:15-cv-03820-JD (N.D. Cal.)*

EXPERIENCE

- Following his work at Boies, Schiller & Flexner LLP in 2008-2009, Mr. Siegel has litigated cases on behalf of plaintiffs for the past seven years.

LEGAL ACTIVITIES

- Alameda County Bar Association

RECOGNITION

- Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute, 2021 Rising Stars
- Super Lawyers, 2018

PUBLICATIONS

- Benjamin Siegel, Constitutional Rights and the Counter-Majoritarian Dilemma (May 15, 2007) (unpublished Master's thesis, University of Texas at Austin).
- Benjamin Siegel, Note, Applying a "Maturity Factor" Without Compromising the Goals of the Class Action, 85 Texas L. Rev. 741 (2007) (Texas Law Review Best Litigation Note, Volume 85).
- Benjamin Siegel et al., Beyond the Numbers: Improving Postsecondary Success through a Central Texas High School Data Center, LBJ School of Public Affairs, Policy Research Report No. 148 (2005).
- Benjamin Siegel, California Must Protect Health Care for Medi-Cal Children, 15 Youth L. News 1 (2004), available at http://www.youthlaw.org.
- Jenny Brodsky, Jack Habib & Benjamin Siegel, Lessons for Long-Term Care Policy, World Health Organization, Publication No: WHO/NMH7CCL/02.1 (2002).
- Jenny Brodsky, Jack Habib, Miriam Hirschfeld & Benjamin Siegel, Care of the Frail Elderly in Developed and Developing Countries: the Experience and the Challenges, 14 Aging Clinical & Experimental Research 279 (2002).

PERSONAL INSIGHT

When not working to enforce the nation's antitrust laws, Mr. Siegel enjoys spending time with his wife and two young children in his hometown of Oakland, California. He also likes playing softball and pick-up basketball with his friends.



OF COUNSEL

Shelby R. Smith

Shelby has dedicated her career to serving vulnerable victims of violent crimes.

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YEARS OF EXPERIENCE
- 20

PRACTICE AREAS
- Personal Injury Litigation
- Sports Concussions
- Social Work Negligence
- Nursing Home/Adult Family Home Negligence
- Daycare/School Negligence
- Civil Rights
- Privacy Rights
- Consumer Protection

BAR ADMISSIONS
- Washington

COURT ADMISSIONS
- U.S. District Court, Western District of Washington
- U.S. District Court, Eastern District of Michigan

EDUCATION
- Seattle University, J.D., Member, Public Interest Law Society, 2000
- University of Washington, B.A., **cum laude**, Sociology, 1996

CURRENT ROLE
- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Prosecutes personal injury cases and class action cases on behalf of consumers
- Currently represents student-athletes in personal injury litigation pertaining to concussions/traumatic brain injuries suffered during sporting activities
- Currently represents victims who have suffered severe personal injuries due to their mothers ingesting thalidomide during pregnancy in the late 1950's and early 1960's without knowing that the drug had not been approved by the FDA
- She continues to represent victims of domestic violence and sexual assault to obtain protection orders so that their abusers cannot have any contact with them
- Also represents crime victims who wish to keep their counseling records private during criminal Proceedings

NOTABLE CASES
- Volkswagen Emissions Defect Litigation
- Mercedes BlueTEC Emissions Litigation
- GM Ignition Switch Recall
- Corvette Overheating
- Harvey Weinstein Sexual Harassment RICO
- USC and Dr. George Tyndall Sexual Abuse

EXPERIENCE
- Litigation associate, Williams Kastner, where she planned and executed a civil caseload involving defense of physicians, hospitals, dentists and other healthcare providers. While at Williams Kastner, Ms. Smith developed successful litigation strategies, handled case discoveries, secured depositions, managed trial preparation, drafted and argued legal motions, and conducted voir dire and jury trials.
- Prior to working at Hagens Berman, Ms. Smith worked for 10 years at the King County Prosecuting Attorney's Office, working on cases in a diverse set of areas, including the sexual assault, violent crime, district court, domestic violence, felony filing and special drug units. During her 10 years as a prosecutor, Ms. Smith tried over 100 felony jury trials. She spent five years in the Domestic Violence Unit and Special Assault Unit where she handled hundreds of cases involving physical and sexual abuse of children and adults.

LEGAL ACTIVITIES
- Consistent commitment to pro bono work and services for victims of domestic violence and sexual assault

PERSONAL INSIGHT
Shelby Smith was born and raised in Seattle, and graduated from Garfield High School—which also boasts Quincy Jones and Jimi Hendrix as alums. She has a passion for live music and fashion, and has never met a sport she did not enjoy competing in: while raising three children and practicing law, Shelby plays on competitive indoor and outdoor soccer teams, and runs at least one marathon and two half-marathons every year.



OF COUNSEL

Whitney Street

Ms. Street has been appointed to leadership positions in large antitrust class actions across the country, most recently recovering $34 million as co-lead counsel on behalf of a proposed class of cancer patients and other end payors.

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YEARS OF EXPERIENCE
- 19

PRACTICE AREAS
- Antitrust Litigation
- Pharmaceutical Fraud

BAR ADMISSIONS
- California
- Massachusetts
- New York
- Texas

COURT ADMISSIONS
- U.S. District Courts for the Northern, Southern, Eastern and Central Districts of California
- U.S. District Court for the Southern District of New York
- U.S. District Court for the Eastern District of New York
- U.S. District Court for the District of Massachusetts

EDUCATION
- University of Virginia School of Law, J.D., 2002
- University of Virginia, B.A., Economics and Literature, 1999

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Whitney served as co-lead counsel and represented the city of Providence, Rhode Island and a putative class of indirect purchasers in an antitrust class action against Celgene Corp. for unlawfully excluding generic competition for vital cancer treatment drugs. The matter was In re Thalomid & Revlimid Antitrust Litig., 14-cv-6997 (D.N.J.), and resulted in a $34 million settlement on behalf of the class.
- Ms. Street was appointed co-lead counsel on behalf of a class of indirect purchasers in In re Domestic Drywall Antitrust Litig., 13-md-02437 (E.D. Pa.), which involved allegations of price-fixing and other forms of concerted conduct in violation of antitrust laws, resulting in a $17 million settlement on behalf of the class.
- She was also appointed to the plaintiffs' steering committee in In re Liquid Aluminum Sulfate Antitrust Litig., 16-md-02687 (D.N.J.) alleging bid-rigging, market allocation and price-fixing in the aluminum sulfate market. Settlements totaled at least $111 million in that matter.
- She also served on the steering committee in In re Packaged Seafood Antitrust Litig., 15-md-02670 (S.D. Cal.), an ongoing case alleging price-fixing in the market for shelf-stable seafood products.
- Whitney served as a member of the litigation team representing direct purchasers in In re Broiler Chicken Antitrust Litig., 16-cv-08637 (N.D. Ill.), a class action alleging broiler chicken producers engaged in a price-fixing conspiracy, and in In re Pork Antitrust Litig., 18-cv-01776 (D. Minn.), a class action alleging that pork producers engaged in a price-fixing conspiracy. To date, approximately $200 million has been obtained on behalf of direct purchasers in the Broilers matter, and $107.5 million has been obtained on behalf of direct purchasers in the Pork matter. Both cases are ongoing against remaining defendants.
- Whitney served as a member of the litigation teams in the following antitrust class actions: Air Cargo Shipping Services Antitrust Litigation, 06-md- 1775 (E.D.N.Y.) (settlements totaling more than $270 million); In re Ethylene Propylene Diene Monomer (EPDM) Antitrust Litigation, 3:03-md-1542 (D. Conn.) (partial settlements totaling $87 million); In re Methyl Methacrylate (MMA) Antitrust Litigation, 06-md-01768 (E.D. Pa.) (settled for $15.0 million); and In re Hydrogen Peroxide Antitrust Litigation, 05-civ-666 (E.D. Pa.) (partial settlements of more than $4.0 million).
- Whitney received her training at prominent litigation firms in New York and Boston where she represented clients in antitrust and securities class actions. She began her career at Pillsbury Winthrop Shaw Pittman, one of the largest law firms in California.

LEGAL ACTIVITIES

- Contributor, Complex Litigation E-Discovery Forum, 2016 - 2021
- Member, American Bar Association, 2016 - 2019

OF COUNSEL

Whitney Street

- Editorial Advisory Board Member, Law360 Competition Law, 2014 - 2018
- Co-Founder and former co-chair, American Association for Justice Antitrust Litigation Group, 2014 - 2016

PUBLICATIONS

- Co-Author, "What Lies Ahead in High Stakes Pay-For-Delay Antitrust Litigation," American Association of Justice Business Torts Newsletter, May 2015
- Author, "Technology Assisted Review: The Disclosure of Training Sets and Related Transparency Issues," Georgetown Law Advanced eDiscovery Institute, November 2014
- Co-Author, "Decision Re-Affirms Critical Role of Shareholders," Benefits and Pensions Monitor, October 2014

PRESENTATIONS

- Speaker, "The New Normal: Producing and Obtaining Phone Record Data," Complex Litigation e-Discovery Forum, November 2020
- Panelist, "Big Data & Storylines," Complex Litigation E-Discovery Forum, September 2016
- Moderator, "Introduction to the Use of Regression Analysis in Antitrust Class Action Litigation," American Association for Justice Webinar, August 2016
- Panelist, Georgetown Law Advanced eDiscovery Institute, November 2014
- Panelist, American Association for Justice Class Certification Seminar, 2013

PERSONAL INSIGHT

Whitney – a novice marathoner, ambivalent Tottenham fan and avid seeker of book recommendations – joined Hagens Berman in November 2021. Originally from the Lowcountry, she now calls California home and can often be found on the trails of Mount Diablo.



OF COUNSEL

Nathaniel A. Tarnor

Mr. Tarnor has litigated a wide variety of legal matters and takes pride in pursuing justice on behalf of his clients for as long as it takes to win.

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YEARS OF EXPERIENCE
- 17

BAR ADMISSIONS
- State of Illinois
- State of New York
- District of Columbia

PRACTICE AREAS
- Antitrust Litigation
- Anti-Terrorism
- Consumer Rights
- Investor Fraud
- Whistleblower Litigation

COURT ADMISSIONS
- U.S. Supreme Court
- U.S. Courts of Appeals for the 2nd and 7th Circuits, and for the District of Columbia
- U.S. District Court for the District of Columbia
- U.S. District Courts for the Northern & Central Districts of Illinois
- U.S. District Court for the Eastern & Southern District of New York

EDUCATION
- Chicago-Kent College of Law, J.D., CALI Award, 2004
- University of Illinois, B.A., Phi Beta Kappa, **summa cum laude**, Milton Ravoke Award, 2000

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Represents American terrorism victims against Chiquita Brands International for violations of U.S. anti-terrorism laws in Columbia
- Practice concentrates on complex federal litigation

EXPERIENCE

- Milberg LLP, New York, NY, 2009-2016
- Practice areas include antitrust, class actions, consumer protection, contractual disputes, securities and whistleblower representation in conjunction with the U.S. Department of Justice and the U.S. Securities & Exchange Commission
- Pro Bono: Represented families of American terrorism and torture victims before the U.S. Supreme Court and Second Circuit.
- Previously provided legal assistance to human rights victims from around the world in conjunction with other prominent law firms.

RECOGNITION

- Chicago-Kent International Law Moot Court Honor Society, 2002-2004
- Captain, Chicago-Kent International Law Moot Court Team, 2002-2004
- Highest Oralist Score 2003 Philip C. Jessup International Law Moot Court Regional Competition Chicago-Kent Moot Court Team
- CALI Award Commercial Payment Systems Law

PERSONAL INSIGHT

Nathaniel enjoys competing in endurance sports and hiking with his family.



ASSOCIATE

Tory Beardsley

Ms. Beardsley has experience in prosecuting a variety of cases, including wrongful death, medical malpractice, negligence, fraud, consumer protection, data breach and bad faith insurance cases.

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YEARS OF EXPERIENCE
- 7

PRACTICE AREAS
- Consumer Rights

INDUSTRY EXPERIENCE
- Consumer Fraud
- Medical Negligence

BAR ADMISSIONS
- Arizona

COURT ADMISSIONS
- U.S. District Court for the District of Arizona
- U.S. District Court for the District of Colorado

EDUCATION
- Arizona State University Sandra Day O'Connor College of Law, J.D.
- University of Arizona, B.A., Journalism & English Literature

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Ms. Beardsley has experience prosecuting wrongful death, medical malpractice, negligence, negligence per se, intentional and negligent infliction of emotional distress, unjust enrichment, fraud, consumer protection, data breach and bad faith insurance cases.

RECENT CASES

- Member of the trial team representing the families of three patients who died after receiving dialysis at DaVita clinics. The case culminated with a $383.5 million jury verdict.
- Ms. Beardsley has also aided in prosecuting data breach cases litigated by the firm in Arizona.

RECENT SUCCESS

- In June 2018, Ms. Beardsley was on the trial team where a Denver jury awarded a monumental $383.5 million jury verdict against GranuFlo dialysis provider, DaVita Inc. culminating lawsuits brought by families of three patients who suffered cardiac arrests and died after receiving dialysis treatments at DaVita clinics. Each of the three parties was awarded $125 million in punitive damages from the jury, with compensatory damages ranging from $1.5 million to $5 million.

EXPERIENCE

- Prior to beginning her litigation career at Hagens Berman, Ms. Beardsley specialized in land use and development with other firms in the Phoenix area, working closely with the local municipalities and politicians to gain approval on proposed developments and ensure developments compliance with city code and zoning ordinance.

ACTIVITIES

- Chair - Herberger Young Leadership Board; Member

PERSONAL INSIGHT

When she's not dedicating her time to the law, Tory enjoys staying active in a variety of ways. You can find her swimming, hiking, trail running or on her road bike. Tory is also active at Phoenix's Herberger Theater Center as chair of the Young Leadership Board, an auxiliary board tasked with fundraising and cultivating the next generation of theater patrons.



ASSOCIATE

Jacob Berman

Whether in his legal practice or volunteer work, Jake dedicates his time to helping those who need it most.

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YEARS OF EXPERIENCE
- 3

PRACTICE AREAS
- Class Actions
- Mass Torts
- Personal Injury Litigation

INDUSTRY EXPERIENCE
- Personal injury
- Mass Tort
- Class-action Law

BAR ADMISSIONS
- California

COURT ADMISSIONS
- U.S. District Court for the Northern District of California

EDUCATION
- Loyola Law School, J.D., May 2018, Hobbs/Poehls District Attorney Practicum, Consumer Law Society, Member (Fall 2014–2018)
- University of Denver, Denver, CO, B.A., Political Science, June 2013

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Jake worked on personal injury matters at Robinson Calcagnie Inc. where he represented plaintiffs in numerous catastrophic injury cases and managed all aspects of the case from client onboarding to settlement. Jake conducted and defended depositions in personal injury cases and mass torts and planned and implemented a strategy to retain stronger personal injury cases for the firm. He also drafted complaints, discovery motions, pre-trial motions and assisted in trial preparation.
- Previously, he worked as a law clerk for the Los Angeles District Attorney, Victim Impact and Juvenile Unit where he conducted juvenile adjudication hearings, including direct and cross examination, presenting evidence, and arguing motions to dismiss and suppress. He also conducted felony preliminary hearings, including direct and cross examination, and presenting evidence.
- Jake was also a summer associate at prominent plaintiffs firms where he drafted arguments for opposition to motion for summary judgement in a consumer auto-defect class-action case, reviewed exhibits and organized deposition questions to depose opposing counsel's defense experts and composed jury instructions in an auto-defect class-action case and product defect class-action case. Jake also has experience writing research memoranda on topics such as appeals bonds, class certification and summary judgment.

RECOGNITION

- Published OCTLA Magazine, Volunteer Outreach in Communities Everywhere, Most Valuable Worker Award (2008),

PERSONAL INSIGHT

Jake Berman was born and raised in the Seattle area. He has a passion for coaching sports and being active in the outdoors. As a former collegiate cyclist, Jake is constantly competing in new sports or exploring a new trail run.



ASSOCIATE

Hannah Brennan

Hannah is committed to improving access to medicines – both domestically and abroad – and has experience in drug pricing, patent and international right to health litigation.

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PRACTICE AREAS
- Antitrust Litigation
- Civil & Human Rights Litigation
- Consumer Rights
- Medical Devices
- Pharmaceutical Fraud
- RICO

INDUSTRY EXPERIENCE
- Drug Pricing
- Patent
- International Right to Health Litigation
- International Trade Agreements

BAR ADMISSIONS
- Massachusetts

COURT ADMISSIONS
- Third Circuit

CLERKSHIPS
- Honorable Timothy B. Dyk of the United States Court of Appeals for the Federal Circuit
- Honorable Theodore McKee, Former Chief Judge of United States Court of Appeals for the Third Circuit

EDUCATION
- Yale Law School, J.D., 2013
- Brown University, B.A., 2009

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Practice focuses on drug pricing, consumer access to medications, healthcare fraud, antitrust and patent fraud
- Member of the HBSS team representing a proposed class of insulin consumers in their claims against Eli Lilly, Novo Nordisk and Sanofi for fraudulently and unfairly increasing the cost of live-saving insulin medications. HBSS has been named lead counsel in this case.
- Member of the HBSS team litigating claims against GSK for its fraudulent marketing of the diabetes medication, Avandia. HBSS has been named lead counsel in this case.
- Member of the HBSS team litigating claims against the Commonwealth of Massachusetts for its failure to enforce the Endangered Species Act to protect the Northern Atlantic right whale.

RECENT SUCCESS

- **Successful Third Circuit appeal of sealing orders in In re Avandia Marketing, Sales Practices and Products Liability Litigation.** Hannah briefed and argued the class plaintiffs' appeal of two district court orders sealing the entire summary judgment record. The Third Circuit issued a precedential opinion adopting the standard the plaintiffs urged for the public's common law right of access and vacated the district courts' orders. The Third Circuit also instructed the district court to consider the First Amendment argument the plaintiffs' advanced. In re Avandia Mktg., Sales Practices & Prod. Liab. Litig., 924 F.3d 662 (3d Cir. 2019). Hannah also successfully briefed the issue on remand to the United States District Court for the Eastern District of Pennsylvania: the Court unsealed all of the summary judgment records at issue. In re Avandia Mktg., Sales Practices & Prod. Liab. Litig., No. 07-MD-01871, 2020 WL 5358287 (E.D. Pa. Sept. 3, 2020).
- **Successful Third Circuit appeal of summary judgment ruling in In re Avandia Marketing, Sales Practices and Products Liability Litigation.** Hannah lead the team that briefed the class plaintiffs' appeal of the district court's grant of summary judgment in favor of the defendant. The Third Circuit issued a precedential opinion siding with the plaintiffs on all three issues presented in the appeal. The Third Circuit remanded the case to the district court and ordered further discovery for the plaintiffs.
- **$51.25 million class recovery in In re Restasis Antitrust Litigation.** Assisted in the litigation of claims against Allergan for engaging in an anticompetitive scheme to keep generic versions of the eye medication, Restasis, off the market. The alleged scheme included fraud on the U.S. Patent and Trademark Office, sham litigation against generic manufacturers, meritless citizen petitions to the Food and Drug Administration and sham transfer of patents to a Native American Tribe in an attempt to avoid invalidation. In re Restasis Antitrust Litigation, 18-md-2819, E.D.N.Y., ECF No. 50.
- **$94 million class recovery in In re Celebrex Antitrust Litigation.** Hannah was member of the HBSS team that litigated claims against Pfizer for fraudulently obtaining patents from the U.S. Patent and Trademark Office and then asserted those patents to delay generics competition in violation of federal

ASSOCIATE

Hannah Brennan

antitrust law. The case settled mere weeks before trial. In re Celebrex (Celecoxib) Antitrust Litigation, 2:13-cv-361, E.D. Va., ECF Nos. 64, 455.

EXPERIENCE

- Prior to joining Hagens Berman, Ms. Brennan clerked for the Honorable Timothy B. Dyk of the United States Court of Appeals for the Federal Circuit and the Honorable Theodore McKee, Chief Judge of United States Court of Appeals for the Third Circuit.
- She was awarded a Yale Gruber Fellowship in Global Justice and Women's Rights to work for Public Citizen's Global Access to Medicines Program. At Public Citizen, she worked on a broad range of healthcare issues, including: negotiation of the intellectual property provisions of the Trans-Pacific Partnership Agreement, compulsory licensing of HIV medications in Peru, and policies for improving access to Hepatitis C medications for veterans, Native Americans and prisoners.
- In law school, Ms. Brennan worked in the Global Health and Justice Clinic, where she helped develop a human rights approach to intellectual property law. She also served in the Workers and Immigrants' Rights Advocacy Clinic, where she obtained a substantial settlement for a group of Latino construction workers with unpaid wage claims. She further represented Connecticut DREAMers in their legislative and regulatory campaigns to secure financial aid for undocumented students at Connecticut state universities.
- Prior to law school, Ms. Brennan served as Fulbright Scholar in Lima, Peru, where she researched labor rights abuses in the domestic housework industry and advocated for greater government regulation of this area.

LEGAL ACTIVITIES

- Member, American Association for Justice
- Member, Federal Bar Association
- Member, Boston Bar Association

RECOGNITION

- Charles G. Albom Prize for Excellency in Appellate Advocacy

PUBLICATIONS

- Hannah Brennan, Unsealing Court Records: Key Learnings from the Third Circuit's Avandia Jurisprudence, American Association for Justice Trial Magazine (July 2021).
- Hannah Brennan, Christine Monahan, Zain Rizva, & Amy Kapczynski, **Government Patent Use: How a Little Known Statute Can Bring Down Drug Prices and Transform Health**, 18 Yale J. of L. & Tech. 275 (2016).
- Hannah Brennan, **The Cost of Confusion: The Paradox of Trademarked Pharmaceuticals**, 22 Mich. Telecomm. & Tech. L. Rev. 1 (2016)
- Hannah Brennan & Burcu Kilic, **Freeing Trade at the Expense of Local Crop Markets?: A Look at the Trans-Pacific Partnership's New Plant Related Intellectual Property Rights From Human Rights Perspective**, Harv. Hum. Rts. J. Online (2015)
- Burcu Kilic, Hannah Brennan, & Peter Maybarduk, **What Is Patentable Under the Trans-Pacific Trade Partnership?**, 40 Yale J. Int'l L. Online 1 (2015)
- **Inside Views: The TPP's New Plant-Related Intellectual Property Provisions**, Intellectual Property Watch (Oct. 17, 2014)

ASSOCIATE

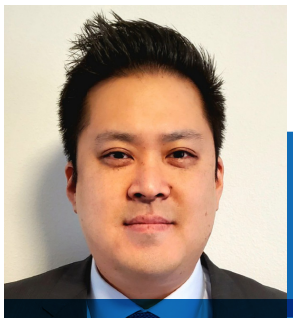
Hannah Brennan

LANGUAGES

› Spanish

PERSONAL INSIGHT

Hannah's favorite city is Lima, her favorite state is Vermont and her favorite 90s action movie is **The Fugitive**.



ASSOCIATE

James M. Chong

Mr. Chong has experience in litigating a variety of cases including wrongful death, medical malpractice, negligence, fraud, consumer protection, intellectual property and bad faith insurance cases.

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YEARS OF EXPERIENCE
- 6

PRACTICE AREAS
- Personal Injury

BAR ADMISSIONS
- Arizona
- Washington

COURT ADMISSIONS
- U.S. District Court for the District of Arizona
- Ninth Circuit Court of Appeals
- U.S. District Court for the Eastern District of Washington
- U.S. District Court for the Western District of Washington

EDUCATION
- Sandra Day O'Connor College of Law, Arizona State University, J.D., 2016
- University of California, Los Angeles, B.A., 2008

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- After law school, Mr. Chong worked at prominent defense firms in Arizona and Washington where he litigated cases related to wrongful death, intellectual property, commercial disputes, legal-malpractice, medical-malpractice, premises liability and automobile accidents.
- Prior to law school, Mr. Chong worked at an intellectual property law firm in Seoul, South Korea, where he edited patent specifications in the areas of mechanical, electrical and chemical engineering. Mr. Chong returned to the same firm as a summer associate after his first year of law school.

LANGUAGES

- Korean (conversational)

PERSONAL INSIGHT

Mr. Chong enjoys spending time with his wife and twin boys, traveling abroad and cooking.

ASSOCIATE

Rachel Downey

Ms. Downey is committed to preventing fraud and abuse in the pharmaceutical industry to ensure access to affordable prescription drugs.

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PRACTICE AREAS
- Antitrust Litigation
- Class Action
- Consumer Rights
- Pharmaceutical Fraud

BAR ADMISSIONS
- Massachusetts

COURT ADMISSIONS
- U.S. District Court for the District of Massachusetts
- First Circuit Court of Appeals

EDUCATION
- Boston University School of Law, J.D.
- Boston University, B.A.

CURRENT ROLE

- Staff Attorney, Hagens Berman Sobol Shapiro LLP
- Rachel's practice focuses on pharmaceutical antitrust class-action litigation.
- She is a core member of the team litigating In re Zetia (Ezetimibe) Antitrust Litigation, MDL No. 2836 (E.D. Va.), a federal antitrust lawsuit against Merck and Glenmark alleging the two unlawfully agreed to delay access to generic ezetimibe for years, resulting in billions in overcharges to purchasers.
- Ms. Downey has also been instrumental in preparing settlement-related filings for and administering large class-action settlements. Most recently, she was part of the team securing a $483.85M settlement on behalf of the direct purchaser class in In re Glumetza Antitrust Litigation.

RECENT CASES

- In re Zetia (Ezetimibe) Antitrust Litigation
- Staley v. Gilead Sciences, Inc. (Gilead)
- Government Employees Health Association v. Actelion Pharmaceuticals, Ltd. (Tracleer)
- In re Glumetza Antitrust Litigation

PRO BONO

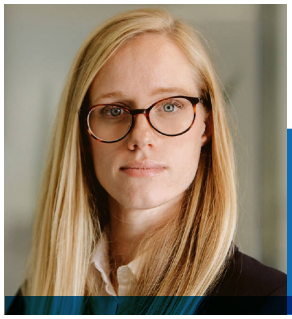
- Volunteer Lawyers Project of the Boston Bar Association (VLP)

LEGAL ACTIVITIES

- Member, American Association for Justice

PERSONAL INSIGHT

For a month during her college years, Rachel lived in the Amazon.



ASSOCIATE

Abbye Klamann Ognibene

Ms. Ognibene believes in taking on corporations in the fight for plaintiffs' rights, including the right to online privacy and to fair pricing in medical care and consumer goods.

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YEARS OF EXPERIENCE
- 6

PRACTICE AREAS
- Antitrust Litigation
- Class Actions
- Consumer Rights

BAR ADMISSIONS
- California
- District of Columbia
- New York

COURT ADMISSIONS
- U.S. District Court for the Northern District of California
- U.S. District Court for the Central District of California
- U.S. Court of Appeals, Ninth Circuit

EDUCATION
- University of Michigan, J.D., cum laude, 2016
- University of Missouri Columbia, B.J., cum laude, 2011

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Core team member in Staley v. Gilead, which seeks to hold HIV drug manufacturers accountable for allegedly using their market power to artificially inflate prices for HIV medication and prevent safer medications from coming to market sooner.
- Involved in cutting-edge litigation in In re Humira (Adalimumab) Antitrust Litigation, alleging novel theories regarding the suppression of competition for the blockbuster biologic drug, Humira.

EXPERIENCE

- Prior to joining Hagens Berman, Ms. Ognibene was an associate at a start-up litigation boutique, where she helped launch a plaintiffs' class-action practice group.
- She also worked on cutting-edge class-action litigation at Lieff Cabraser Heimann & Bernstein, focusing on digital privacy and antitrust cases.
- While in law school, Abbye worked for more than two years as a law clerk to the legal team of DeBoer v. Snyder, consolidated sub nom. Obergefell v. Hodges, which guaranteed the nationwide right to marry for same-sex couples.

RECOGNITION

- National Lawyers Guild, Massachusetts Chapter Member

PERSONAL INSIGHT

Before attending law school, Abbye worked in radio journalism in her home state of Missouri. She spends her time outside of the office with her family and two large rescue dogs, preferably in Vermont with a glass of whiskey in one hand and a good book in the other.



ASSOCIATE

Kristie A. LaSalle

Ms. LaSalle is committed to combatting fraud, waste and abuse in the pharmaceutical industry.

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YEARS OF EXPERIENCE
- 9

PRACTICE AREAS
- Antitrust Litigation
- Pharmaceutical Fraud

CLERKSHIPS
- Law Clerk, Staff Attorney's Office for the U.S. Court of Appeals for the Second Circuit

BAR ADMISSIONS
- Massachusetts
- New York

COURT ADMISSIONS
- U.S. Supreme Court
- U.S. Court of Appeals, First Circuit
- U.S. Court of Appeals, Third Circuit
- U.S. Tax Court
- U.S. District Court for the District of Massachusetts

EDUCATION
- Brooklyn Law School, JD, **magna cum laude,** 2012
- Swarthmore College, BA 2006

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Practice focuses on nationwide class-action litigation against pharmaceutical companies that violate antitrust, consumer protection and anti-fraud laws.
- Responsible for managing a team of lawyers across several law firms in In re Lantus Antitrust Litigation, No. 16-cv-16252 (D. Mass), a case challenging an anticompetitive scheme by drugmaker Sanofi-Aventis designed to prevent competition and keep insulin prices unaffordable.
- Litigating a case against generic drugmaker Ranbaxy (now Sun Pharmaceuticals) forchallenging a decade-long campaign of deceit regarding its ability to manufacture safe, effective drugs and follow the manufacturing regulations enforced by the FDA. Ms. LaSalle is responsible for developing the evidence of the fraud, and developing and successfully arguing a novel legal theory to meet the defendants' wrongdoing.
- Ms. LaSalle is regularly called upon to handle consequential briefing in cases involving especially complex or convoluted regulatory regimes at both the trial and appellate court levels.

EXPERIENCE

- After law school, Ms. LaSalle served for two years as a law clerk in the Staff Attorney's Office for the U.S. Court of Appeals for the Second Circuit, where she handled motions practice and appeals of complex class-action litigation.

RECOGNITION

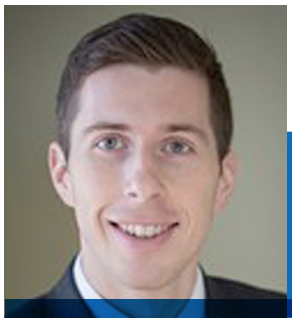
- Order of the Barristers
- Scholarly Journal Writing Award

PUBLICATIONS

- Kristie LaSalle, "The Other 99% of the Expressive Conduct Doctrine: the Occupy Wall Street Movement and the Importance of Recognizing the Contribution of Conduct to Speech," 18 Tex. J. on Civ. Rights & Civ. Liberties 1 (2013)
- Kristie LaSalle, "A Prescription for Change: Citizens United's Implications for Regulation of Off-Label Promotion of Prescription Pharmaceuticals," 19 J.L. Pol'y 867 (2011)
- Kristie LaSalle & Kristen Johnson, The Misapplication of the Presumption of Patent Validity, 33 Antitrust Health Care Chronicle 11 (2018)
- Lauren G. Barnes & Kristie A. LaSalle, Private Antitrust Claims Explained, presented at Am. Ass'n for Justice Annual Convention, Boston, July 27, 2017

PERSONAL INSIGHT

Kristie is the unexpected combination of a performing improviser, competitive weightlifter and Ravenclaw.



ASSOCIATE

Raffi Melanson

As a former government trial attorney, Raffi focuses his legal practice on zealously challenging fraudulent and deceptive business practices of corporate entities and other bad actors through strategic class-action litigation.

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PRACTICE AREAS
- Antitrust Litigation
- Investor Fraud
- Securities

BAR ADMISSIONS
- Massachusetts
- New York
- District of Columbia

COURT ADMISSIONS
- Fourth Circuit Court of Appeals

CLERKSHIPS
- Magistrate Judge Andrea K. Johnstone, U.S. District Court for the District of New Hampshire, 2021
- Hon. Joseph N. Laplante, U.S. District Court for the District of New Hampshire, 2019–2020

EDUCATION
- Georgetown University Law Center, J.D., 2013
- Boston University, B.A., **cum laude**, International Relations, Economics & Mathematics, 2010

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

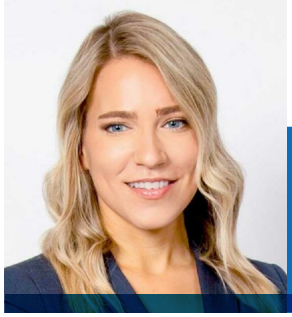
- Prior to joining Hagens Berman, Raffi worked as a law clerk in the District of New Hampshire, drafting judicial orders for judges in complex cases and assisting them with the resolution of novel litigation and trial issues. In this role, he became intimately familiar with how judges work and how courts operate.
- Before clerking, Raffi worked on large price-fixing, market domination and deceptive advertising litigation at a top 100 law firm while maintaining an active criminal defense and immigration pro bono docket.
- After graduating from law school, Raffi served as an assistant attorney general for the District of Columbia, where he investigated and civilly prosecuted corporations engaged in sophisticated financial fraud perpetrated against DC residents.

PUBLIC SERVICE

- Volunteer, Northern New England Chapter of the Cystic Fibrosis Foundation

PERSONAL INSIGHT

Raffi grew up near Cape Cod and has since preferred to live near the coast of a large body of water. Outside of work, he enjoys biking around the city, hiking, listening to comedy and political podcasts, and competing in amateur boxing. During the winter, Raffi shifts to activities best done indoors, such as board games and cooking, but will occasionally venture outside to go snowboarding, if it's not too cold.



ASSOCIATE

Lauren S. Miller

Lauren is devoted to her clients through her work advocating for individuals harmed by dangerous pharmaceutical drugs and defective medical devices.

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YEARS OF EXPERIENCE
- 9

BAR ADMISSIONS
- Alabama

COURT ADMISSIONS
- U.S. District Court for the Northern District of Alabama
- U.S. District Court for the Middle District of Alabama
- U.S. District Court for the Southern District of Alabama

PRACTICE AREAS
- Consumer Rights
- Mass Torts
- Personal Injury
- Pharmaceutical Fraud
- Product Liability

INDUSTRY EXPERIENCE
- Pharmaceuticals
- Medical Devices

EDUCATION
- Cumberland School of Law, J.D., 2012
- Middle Tennessee State University, B.S in Public Relations, 2009

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Court-appointed member of Plaintiffs' Steering Committee in In Re: Zantac (Ranitidine) Products Liability Litigation among 100 applicants; member of bellwether, deposition, discovery, and science and experts committees.

EXPERIENCE

- Prior to joining Hagens Berman, Lauren was an associate at a well-respected plaintiffs' firm in Birmingham, Alabama where she focused on representing individuals harmed by defective pharmaceutical drugs and medical devices. In addition to this work, Lauren also represented clients in consumer fraud and personal injury litigation and advocated on behalf of survivors of sexual assault.
- She served on the discovery, expert, and Daubert committees for personal injury plaintiffs in In Re: Viagra (Sildenafil Citrate) and Cialis (Tadalafil) Products Liability Litigation.

LEGAL ACTIVITIES

- Birmingham Bar Association
- Alabama Association of Justice
- American Association of Justice

RECOGNITION

- Ones to Watch, The Best Lawyers in America – 2021-2023
- Women to Watch, Birmingham Business Journal – 2020
- Top Women Attorneys, B-Metro Magazine – 2019, 2020
- Mid-South Rising Star, Super Lawyers – 2019, 2020
- Top 40 Under 40, The National Trial Lawyers – 2017-2019
- Birmingham Top Attorney Rising Star, Birmingham Magazine – 2017

NOTABLE CASES

- In Re: Zantac (Ranitidine) Products Liability Litigation, U.S. District Court, S.D. Fla., Case No. 9:20-md-02924

PERSONAL INSIGHT

Lauren was born in California, spent most of her childhood in Arkansas, and took a slight detour to Tennessee before coming to Alabama for law school. When she is not practicing law or spending time with her two daughters, Lauren enjoys hiking, boxing and painting.



ASSOCIATE

Chris O'Brien

Chris became an attorney to fight injustice for those who have been harmed. He has experience in both trial and appellate litigation.

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YEARS OF EXPERIENCE
- 4

PRACTICE AREAS
- Class Action

BAR ADMISSIONS
- Massachusetts

COURT ADMISSIONS
- Supreme Judicial Court of the Commonwealth of Massachusetts

CLERKSHIPS
- Honorable Mark V. Green, Chief Justice of the Massachusetts Appeals Court, 2021 – 2022
- Honorable Andrew M. D'Angelo, Associate Justice of the Massachusetts Appeals Court, 2022

EDUCATION
- The University of Pennsylvania Carey Law School, J.D., 2018
- Harvard University, A.L.B. Extension Studies, 2015

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman Chris was an associate at multiple Boston law firms where he managed discovery, document review, and drafted and filed motions in state and federal court. Most recently, he served as a judicial law clerk to the Honorable Mark V. Green, Chief Justice of the Massachusetts Appeals Court and the Honorable Andrew M. D'Angelo, Associate Justice of the Massachusetts Appeals Court, where he gained experience in both civil and criminal appeals.

PRO BONO

- Chris has extensive pro bono experience representing employees in matters related to unemployment compensation. He served as vice president of the Employment Advocacy Project while in law school.
- As a first-year associate, Chris was awarded the recognition of Pro Bono Star for his work with the Innocence Project of California and with undocumented immigrants in ICE custody.

ACTIVITIES

- Mr. O'Brien is passionate about access to legal services and is a board member of Nurses for Social Justice, a non-profit organization dedicated to providing medical expert document review and analysis to public defenders and their clients.

PERSONAL INSIGHT

Chris grew up in Amherst, MA where he developed an early love for baseball and acoustic music. After graduating from high school Chris became a professional singer and songwriter, and in 2007 he performed live on Garrison Keillor's radio show, A Prairie Home Companion, which caused his album to jump to the fifth spot on iTunes in the singer/songwriter category. His music has been streamed on Spotify nearly 25 million times in more than 120 countries.



ASSOCIATE

Abigail D. Pershing

Abigail is committed to advancing human and civil rights, both in the U.S. and abroad.

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BAR ADMISSIONS
- Connecticut
- California (pending)

CLERKSHIPS
- Judge Darian Pavli, European Court of Human Rights, 2020 – 2021
- Judge Hellen Keller, European Court of Human Rights, 2020

PRACTICE AREAS
- Civil & Human Rights
- Environmental Litigation

EDUCATION
- Yale Law School, J.D., 2020
- The University of Chicago, B.A., Sociology and Public Policy, 2014

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Abigail clerked at the European Court of Human Rights in Strasbourg, France and served as a fellow in the court's Research Division.
- During law school, Abigail worked as a summer associate with Accountability Counsel, Blue Ocean Law, Médecins Sans Frontières and the Mississippi Center for Justice. She was a student director for the Lowenstein International Human Rights Clinic and for the HAVEN Medical-Legal Partnership. She was also an editor for the Yale Law Journal.
- Before law school, Abigail served with the Peace Corps in Kolda, Senegal, as a health volunteer. Her primary focus was reducing malaria mortality rates.

PUBLICATIONS

- Zachary D. Liscow & Abigail D. Pershing, "Why Is So Much Redistribution In-Kind and Not in Cash? Evidence from a Survey Experiment," Nat'l Tax J., forthcoming
- Hellen Keller & Abigail D. Pershing, "Climate Change in Court: Overcoming Procedural Hurdles in Transboundary Environmental Cases," Eur. Convention on Human Rights L. Rev., forthcoming
- Zachary Liscow & Abigail Pershing, "A New Way to Increase Economic Opportunity for More Americans", The Hill, Jan. 21, 2021
- Abigail D. Pershing, "Interpreting the Outer Space Treaty's Non-Appropriation Principle: Customary International Law from 1967 to Today," 44 Yale J. Int'l L. 149, 2019
- Abigail D. Pershing, "Empty Schoolyards: The Impact of Elementary School Closures on Chicago Communities," 1 Chi. J. Soc. 99, 2014

PRESENTATIONS

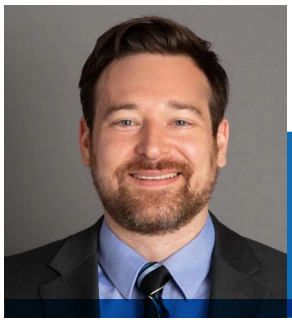
- Abigail D. Pershing, "Increasing Malaria Detection with Community Health Workers: A Case Study from Southern Senegal," Global Health and Innovation Conference at Yale University, Apr. 15, 2018.

LANGUAGES

- French
- Pulaar
- Spanish (intermediate)
- Wolof (beginner)
- Mandarin Chinese (beginner)

PERSONAL INSIGHT

Abigail enjoys traveling, bike trips, playing the piano and meeting new people. Once or twice a year, she attempts to bake fancy cakes that are way beyond her pastry-making skill level.



ASSOCIATE

Ryan T. Pittman

Mr. Pittman has experience in a wide variety of cases and practices, including personal injury, wrongful death, legal and professional malpractice, intellectual property, and venture capital and corporate law.

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YEARS OF EXPERIENCE
- 7

PRACTICE AREAS
- Personal Injury

BAR ADMISSIONS
- Washington
- Arizona

COURT ADMISSIONS
- U.S. District Court for the Eastern District of Washington
- U.S. District Court for the Western District of Washington

EDUCATION
- Sandra Day O'Connor College of Law, J.D., 2015
- Claremont McKenna College, B.A., 2010

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Mr. Pittman practiced at various Seattle and Phoenix law firms where he most recently handled matters related to professional and legal malpractice claims, personal injury claims, intellectual property disputes and wrongful death claims.
- Mr. Pittman also served as legal counsel at an international venture capital firm in Ireland, and was involved in investment contracts with early stage companies. He helped establish the first wholly foreign-owned investment fund able to directly invest into Chinese companies.

PUBLICATIONS

- "Speaking in Tweets and Other Social Media: Should Some Written Communication Be Considered Oral Communication?" Sports and Entertainment Law Journal, 2013

PERSONAL INSIGHT

A Mr. Pittman enjoys traveling and has been fortunate to have had extensive international travel experience, including living and working abroad in China and Ireland. Mr. Pittman grew up in Ashland, Oregon and is happy to be able to call Seattle home. As a former collegiate track athlete, Mr. Pittman enjoys staying active by running and lifting and staying active.



ASSOCIATE

Peter A. Shaeffer

Mr. Shaeffer has represented clients in class action and complex commercial litigation in areas of securities fraud, consumer protection, product liability and contractual disputes.

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YEARS OF EXPERIENCE
- 9

BAR ADMISSIONS
- Illinois

COURT ADMISSIONS
- U.S. District Court for the Northern District of Illinois

EDUCATION
- Vanderbilt University Law School, J.D., 2013
- Tufts University, B.A., magna cum laude, 2008

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Peter was an associate at Latham & Watkins LLP, where he represented clients in class action and complex commercial litigation in areas of securities fraud, consumer protection, product liability and contractual disputes.
- Previously, Mr. Shaeffer was a judicial intern for the Hon. Jeffrey Cole of the United States District Court for the Northern District of Illinois, and also served as a paralegal specialist for the U.S. Department of Justice's antitrust division.

PERSONAL INSIGHT

Originally from the Chicagoland area, Mr. Shaeffer enjoys jogging along the 606 trail, partaking in the city's brewery scene, and spending time with his wife and young dog, Wolfie.



ASSOCIATE

Whitney K. Siehl

Ms. Siehl works tirelessly and has achieved millions of dollars in settlements for her clients. Her passion and empathy is unmatched.

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YEARS OF EXPERIENCE
- 9

PRACTICE AREAS
- Civil & Human Rights Litigation
- Class Actions
- Employment Litigation
- Personal Injury Litigation
- Sexual Abuse & Harassment

BAR ADMISSIONS
- Illinois

COURT ADMISSIONS
- United States District Court for the Northern District of Illinois
- United States Court of Appeals for the Seventh Circuit
- Supreme Court of the United States

CLERKSHIPS
- Extern for Judge George C. Smith on the Southern District of Ohio

EDUCATION
- The Ohio State University Moritz College of Law, J.D., cum laude, 2013
- Northwestern University, B.A., 2009

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Ms. Siehl's Plaintiffs' litigation practice focuses on complex class-action and individual cases in the areas of sexual abuse, sexual harassment, and sports law
- Represents an actress and entertainment industry class against The Weinstein Company, Harvey Weinstein and related companies for racketeering and sexual assault
- Represents students and alumnae of the University of Southern California in a class-action lawsuit against the university and Dr. George Tyndall for his alleged decades-long sexual abuse of patients

EXPERIENCE

- Prior to joining Hagens Berman, Ms. Siehl was an associate in the Chicago office of a well-respected Plaintiffs' firm representing families and children in birth injury and birth trauma litigation nationwide.
- She worked previously at another Chicago firm where she gained experience in all aspects of civil litigation with a focus on medical malpractice and professional liability matters.

RECENT SUCCESS

- Ms. Siehl played a significant role in a $4 million settlement for a child who suffered severe and permanent brain damage due to the medical providers' delay in recognizing a placental abruption.
- Assisted in a $3.5 million settlement for a child with a hypoxic-ischemic brain injury that resulted from too much Pitocin and a physician's failure to recognize fetal distress.

RECOGNITION

- 2020, 2021 Rising Star, Super Lawyers Magazine for Class Actions
- 2019 Rising Star, Super Lawyers Magazine for Plaintiffs' Personal Injury
- 2017 Award for Excellence in Pro Bono Service from the United States District Court for the Northern District of Illinois and the Chicago Chapter of the Federal Bar Association
- 2013 Member of National Champion Team for Sutherland Cup National Constitutional Law Moot Court Competition
- CALI Award for Highest Grade in Legislation Clinic, Dispute Systems Design, and Comparative Legal Professions
- Named a Public Service Fellow with Dean's Special Recognition

ASSOCIATE

Whitney K. Siehl

LEGAL ACTIVITIES

- Women's Bar Association of Illinois
  - Officer Positions
  - Financial Secretary - 2020 - 2021
  - Recording Secretary - 2019 - 2020
  - Board of Directors - 2017 - Present
- American Association for Justice Birth Trauma Litigation Group, Member
- Illinois Trial Lawyers Association, Member

ACTIVITIES

- Professional Board Member, PAWS Chicago – the Midwest's largest no-kill animal shelter; TEAM PAWS Marathon Team 2015-present

PRO BONO

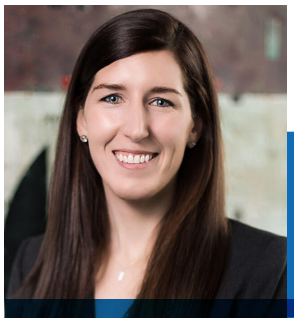
- In 2017, Ms. Siehl received an Award for Excellence in Pro Bono Service from the United States District Court for the Northern District of Illinois and the Chicago Chapter of the Federal Bar Association for her dedication to representing underserved individuals in employment discrimination matters.

PUBLICATIONS

- **#Us Too: Gender Inequality in the Legal Profession**, American Association for Justice, Birth Trauma Litigation Group Newsletter, Lead Article, February 2018.

PERSONAL INSIGHT

Whitney is an avid golfer and chairs the annual golf outing for the Women's Bar Association of Illinois. She was previously a member of the Miami University cross country and track teams, where the cross country team was selected as NCAA Academic All-Americans. She serves as a pace group leader for Chicago Marathon training and with the 2021 Chicago Athlete Magazine Ambassador Team, helps inspire busy professionals to live healthier lives. To date, she has completed 10 marathons, a half Iron distance triathlon, and numerous short course triathlons including the 2019 Escape from Alcatraz Triathlon in San Francisco.



ASSOCIATE

Emilee Sisco

Ms. Sisco practices in the areas of sports litigation, antitrust and consumer protection. As a former Division I athlete, she has worked on the firm's cases against the NCAA, furthering the rights of college-athletes across the nation.

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YEARS OF EXPERIENCE
- 6

PRACTICE AREAS
- Antitrust Litigation
- Consumer Rights
- Sports Litigation

BAR ADMISSIONS
- Washington

COURT ADMISSIONS
- U.S. District Court, Western District of Washington

EDUCATION
- Seattle University School of Law, J.D.
- University of Oregon, B.A.

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Law Clerk for Washington State Office of the Attorney General – Antitrust Division

LEGAL ACTIVITIES

- During 2L and 3L years in law school, Ms. Sisco was a fulltime volunteer intern for the WSBA Moderate Means Program. She volunteered more than 250 hours of pro bono service during law school.

RECOGNITION

- Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute, 2019, 2021

RECENT CASES

- *Namoff v. Fleishman & Shapiro, P.C. et al*
- *In re: National Prescription Opiate Litigation*
- *In re: NCAA Athletic Grant-In-Aid Cap Antitrust Litigation*
- *In re: General Motors LLC Ignition Switch Litigation*

LANGUAGES

- Latin

PERSONAL INSIGHT

Ms. Sisco was a Division I volleyball athlete for the University of Oregon and University of Colorado. She was a member of the U.S. Women's Volleyball A3 team and was also a three-sport varsity athlete throughout high school, earning top 10 state finishes in two events at the WIAA Track & Field Championship.



ASSOCIATE

Hannah Song

Hannah is dedicated to holding institutions accountable on behalf of consumers and vulnerable populations.

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PRACTICE ARES
- Antitrust Litigation
- Class Action
- Consumer Rights

BAR ADMISSIONS
- California

EDUCATION
- Stanford Law School, J.D., 2021
- University of California, Berkeley, B.A., 2015

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Hannah worked on antitrust and consumer protection issues in various settings including at the Department of Justice Antitrust Division.
- Hannah has experience in quantitative methods and has worked previously as an economic consultant supporting economic experts in securities, tax, antitrust, mortgage-backed securities and other litigation.

PRO BONO

- Hannah started the Racial and Disability Justice Pro Bono Project (RAD Justice) at Stanford Law School, which aids Latinx families with disabled children in obtaining state services under the Lanterman Act in California.

PERSONAL INSIGHT

Hannah enjoys live music, boxing and reading science fiction in her spare time.



ASSOCIATE

Jessica Thompson

Jessica began her legal career at an AMLaw 100 firm representing Fortune-ranked corporations in antitrust, intellectual property and financial services industries. Though grateful for the intense training that those matters provided, Jessica is proud to now be working for the good guys.

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YEARS OF EXPERIENCE
- 12

PRACTICE AREAS
- Class Actions
- Consumer Rights
- Emissions Litigation
- Employment Litigation

BAR ADMISSIONS
- District of Columbia
- Maryland
- Washington

EDUCATION
- University of Baltimore School of Law, Baltimore, Maryland, J.D. **magna cum laude**, 2010
  - Honors: Class Rank 21/333; G.P.A. 3.68
  - Honors: Highest Grade in the Class Award, Evidence
  - Law Review: Staff Editor, University of Baltimore Law Review
- University of Baltimore, Baltimore, Maryland, B.A. **cum laude**, 2005
  - Major: Community Studies and Civic Engagement

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Practice focuses on complex consumer protection cases, primarily within the realms of automotive and emissions litigation
- Ms. Thompson is currently involved in many of the firm's high-profile auto cases, including litigation against General Motors for faulty ignition switches that are linked to more than 120 fatalities, and emissions-cheating cases brought against Mercedes, Fiat Chrysler and GM. She worked on the Volkswagen CleanDiesel emissions lawsuits brought on behalf of consumers and of franchise dealers.

RECENT SUCCESS

- Litigating and reaching favorable settlements in diesel emissions lawsuits against vehicle manufacturers and suppliers
- Defeating multiple motions to dismiss in diesel emissions lawsuits on RICO and Clean Air Act preemption grounds
- Litigating and reaching favorable settlements in discrimination matter against an insurance company

EXPERIENCE

- Crowell & Moring LLP, Washington, D.C., Associate, 2011 - 2014
- Cadwalader, Wickersham & Taft LLP, Washington, D.C., Associate, 2011
- Howrey LLP, Washington, D.C., Litigation Associate, 2010 - 2011
- Howrey LLP, Washington, D.C., Summer Associate, 2009
- Montgomery County State's Attorney's Office, Rockville, MD, Student Attorney, 2010

ACTIVITIES

- Webinar: "Garden Leaves and Other Strategies to Protect Trade Secrets When Losing Employees," Crowell & Moring, March 28, 2013 - Present
- Workshop: "Don't Sign that Yet!," Crowell & Moring, Washington, D.C., March 5, 2013 - Present

PUBLICATIONS

- "The ITC Can Play a Critical Role in Combating International Trade Secret Theft," Intellectual Property Today, Jan. 20, 2012
- Client Alerts & Newsletters:
  - "Consensus Grows as Congress Continues to Refine Its Efforts to Create a Federal Civil Cause of Action For Certain Trade Secret Theft," Regulatory Alert (May 12, 2014)
  - "Federal Trade Secret Reform Continues With Two New Attempts to Improve Protection," Regulatory Alert (July 22, 2013)

ASSOCIATE

Jessica Thompson

- "Supreme Court Rejects Attempt by Class Action Plaintiff to Plead Around Federal Court Jurisdiction," (Mar. 22, 2013)

PERSONAL INSIGHT

Jessica comes from a working-class Baltimore family. Though she has dutifully relearned the pronunciation of words like water (not "wooder") and wash (not "warsh"), she continues to inquire about "dem O's" and refuses to participate in the singing of "Shout" at the seventh-inning stretch. It's an abomination.



ASSOCIATE

Breanna Van Engelen

Breanna advocates on behalf of consumers in complex litigation, including in antitrust cases and cases involving unfair competition.

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PRACTICE ARES
- Antitrust Litigation
- Consumer Rights

BAR ADMISSIONS
- Washington

EDUCATION
- University of Michigan Law School, J.D.
- Washington State University, B.A., **magna cum laude**

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Breanna was an associate at K&L Gates LLP in Seattle, where she focused on Internet and technology law. Breanna took one of the first electronic impersonation cases in Washington state to trial. At trial, she secured an $8.9 million dollar verdict for her clients – the largest verdict ever awarded to a non-celebrity in an electronic impersonation/invasion of privacy case.

PRO BONO

- As part of her pro bono practice, Ms. Van Engelen represented the victim of cyberstalking and revenge porn in the trial of Allen v. Zonis, Case No. 15-2-15656-0 (Wash. Super. Ct.) before Judge Helson, in King County, Wash. She and her team brought one of the first cases the nation that successfully alleged causes of action stemming from the defendant's distribution of the victim's intimate images. After Ms. Van Engelen's closing argument at trial, the jury awarded the victim $8.9 million for the damages they incurred due to the defendant's misconduct. The verdict was featured on ABC News Nightline, and the case was profiled in depth by Wired Magazine, which interviewed Ms. Van Engelen in its coverage the case. The damage award of $8.9 million was one of the largest plaintiff verdicts for this kind of misconduct.

RECOGNITION

- 2018-2019 Public Service & Leadership Award recipient

NOTABLE CASES

- Ms. Van Engelen played a key role in helping consumers recover more than $180 million from chicken conglomerates in In re: Broilers Antitrust Litigation, Case No. 1:16-cv-08637 (N.D. Ill.), pending before Judge Durkin. She drafted significant portions of consumers' motion for class certification, which Judge Durkin granted on May 27, 2022. Ms. Van Engelen worked fulltime helping the firm's Broilers team develop the facts during discovery and took the lead in depositions against several critical defendant witnesses, including first-chairing the deposition of a former senior officer of a publicly traded company.

- Ms. Van Engelen was one of the first to investigate the pork industry and is a key litigator with the firm in In re: Pork Antitrust Litigation, Case No. 18-cv-1776 (D. Minn.), pending before Judge Tunheim. She and the Hagens Berman litigation team represent consumer purchasers and brought the first complaint filed in what is now a large MDL. In this matter, Breanna has first-chaired several depositions of defendants' key executives, including senior officers at large, publicly traded companies.

- She is also a critical early team member in the In re Cattle and Beef Antitrust Litigation, Case No. 20-cv-1319, in which she helped draft the complaint and fight motions to dismiss, which were denied on Sept. 14, 2021.

ASSOCIATE

Breanna Van Engelen

› Additionally, Ms. Van Engelen is one of few young attorneys experienced in giving closing arguments in newsworthy cases.

MEDIA INTERVIEWS

› Brooke Jarvis, **How One Woman's Digital Life Was Weaponized Against Her**, WIRED (Nov. 11, 2017, 6:00 AM) (https://www.wired.com/story/how-one-womans-digital-life-was-weaponized-against-her/)

PRESENTATIONS

› "Taking the Distribution of Intimate Images to Trial," Presentation at 9th Annual Domestic Violence Symposium, Seattle, WA, Sept. 2017

PERSONAL INSIGHT

Breanna grew up in Idaho, where she learned to ski in the winter and race horses on mountain trails in the summer. Before becoming an attorney, Breanna taught at a pre-school in eastern Washington. When she's not working, you can find Breanna on her parents' ranch in Texas, taking care of the land and snuggling animals.



ASSOCIATE

Mark Vazquez

During law school, Mark served as an editor for the DePaul Law Review, graduated from the top of his class, and earned the CALI Excellence for the Future Award in all five of his legal writing and trial advocacy courses.

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YEARS OF EXPERIENCE
- 9

BAR ADMISSIONS
- Illinois

CLERKSHIPS
- Hon. John Z. Lee, Northern District of Illinois
- Hon. Jesse G. Reyes, Illinois Appellate Court, First District

EDUCATION
- DePaul University College of Law, J.D., **summa cum laude**, 2012
- Editor, DePaul Law Review
- University of Chicago, B.A., 2006

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Mark comes to Hagens Berman with a variety of clerkship experience, having clerked for both Judge John Z. Lee at the federal trial level and Justice Jesse G. Reyes at the state appellate level.
- During law school, Mark served as an editor for the DePaul Law Review, graduated from the top of his class, and earned the CALI Excellence for the Future Award in all five of his legal writing and trial advocacy courses.

PUBLICATIONS

- **People v. Kladis and the Illinois Courts' Treatment of Evidence Spoliation by Law Enforcement**, Illinois State Bar Association Criminal Justice Newsletter, Vol. 56, No. 1 (August 2012)

PERSONAL INSIGHT

An avid musician, Mark has been playing bass and guitar for various rock, blues, jazz, and country acts since he was in grade school. You can frequently hear him alongside his father at bar association events throughout Chicago—that is, should you be able to hear anything in a crowded room full of lawyers.



ASSOCIATE

Stephanie A. Verdoia

Stephanie brings to the firm a deep knowledge of professional sports policies, protocols and governance to enrich Hagens Berman's robust sports law practice.

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PRACTICE AREAS
- Sports Litigation

INDUSTRY EXPERIENCE
- Sports Governance
- Sports Policy and Protocols

EDUCATION
- University of Washington School of Law, J.D., 2021, Order of Barristers
- Seattle University, B.A. Political Science and Legal Studies, summa cum laude, 2015

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Ms. Verdoia's practice at the firm's Seattle office focuses primarily on sports litigation, where she applies her deep knowledge of sports governance, policies and protocols to bolster the firm's expansive work in this area of law.

EXPERIENCE

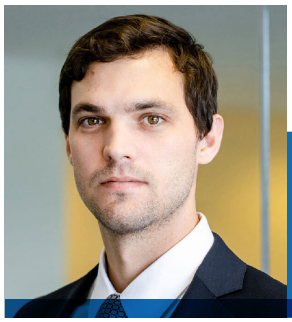
- Prior to joining Hagens Berman, Ms. Verdoia interned at Seattle's Legal Voice, where she researched legal issues regarding gender equality by analyzing the interplay between constitutional principles, recently enacted state statutes and prevailing precedent.
- Ms. Verdoia also interned with the legal department at Seattle Sounders FC, where she provided legal research and solutions responding to the evolving developments of the COVID-19 pandemic.

ACTIVITIES

- Her additional experience in professional sports lends itself to the firm's sports litigation practice area. Ms. Verdoia has years of experience in the realm of professional soccer as a midfielder in Norway's Toppserien top division soccer and with the National Women's Soccer League (NWSL) both for the Boston Breakers and most recently the OL Reign (formerly known as Seattle Reign FC).
- During her time in these roles, she trained with the top NWSL team to enhance squad development with the Reign; led Norway's Vålerenga Fotbal Damer to the national championship game; and was one of only 36 women nationally drafted into the professional female league when she began her professional sports career in 2015 with the Boston Breakers.
- Ms. Verdoia has also served as a league representative, helping to take a leadership role in the sport by conducting conversation with key league figures to further players' interests and advance gender equity in sport. She also implemented working standards to create a safer environment and established a framework for a future players association.

PERSONAL INSIGHT

As a lifelong soccer player, Stephanie spends her free time coaching youth soccer teams at the OL Reign Academy. She also enjoys camping anywhere in the Pacific Northwest with her fiancé, Shane, and her dog, Stevie.



ASSOCIATE

Bradley J. Vettraino

Mr. Vettraino focuses on enforcing the antitrust laws against pharmaceutical monopolists and has spent his entire career challenging corporate misconduct.

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YEARS OF EXPERIENCE
- 8

BAR ADMISSIONS
- Illinois
- Massachusetts
- Missouri

COURT ADMISSIONS
- U.S. District Court, District of Massachusetts
- U.S. District Court, Southern District of Illinois

EDUCATION
- Washington University in St. Louis School of Law, J.D., 2013
- Metropolitan State University of Denver, B.A., 2009

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Practice focuses on pharmaceutical antitrust litigation and prosecuting other healthcare-related fraud.
- Core member of the team litigating In re Zetia (ezetimibe) Antitrust Litigation, MDL No. 2836 (E.D. Va.), a federal antitrust suit against Merck & Co and Glenmark Pharmaceuticals alleging the two unlawfully agreed to delay access to generic ezetimibe for years, resulting in billions in overcharges to purchasers.
- Responsible for day-to-day management of in In re Lantus Direct Purchaser Antitrust Litigation, 16-cv-12652 (D. Mass), alleging that Sanofi-Aventis wrongfully listed and asserted patents, unlawfully extending its monopoly over its multi-billion dollar per-year injectable insulin glargine product, Lantus.
- Core member of the team litigating antitrust claims against Amgen and Teva in In re Sensipar (Cinacalcet Hydrochloride Tablets) Antitrust Litigation, which alleges alleging a multi-faceted market allegation scheme.
- Instrumental in overcoming motions to compel arbitration against class representatives in multiple cases.

RECOGNITION

- Rising Star, Super Lawyers Magazine
- Upon graduating law school, Mr. Vettraino received the Dan Carter-Earl Tedrow Memorial Award, as the student who most embodied the aims of the legal profession.

LEGAL ACTIVITIES

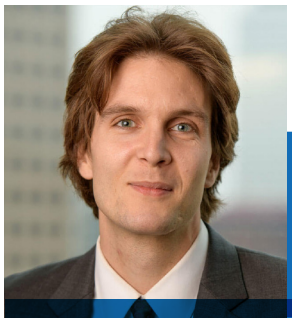
- Member, American Association For Justice

EXPERIENCE

- Before joining Hagens Berman, Mr. Vettraino was an associate at a nationwide class-action firm, where he prosecuted numerous securities, merger and acquisition, and consumer class actions on behalf of both individuals and large public pension funds.
- After graduating from Washington University in St. Louis School of Law in 2013, Mr. Vettraino worked for two preeminent toxic tort and products liability firms representing individuals harmed by corporate negligence and greed.

PERSONAL INSIGHT

When not driving his wife crazy by singing the same five songs to their infant son on repeat, Brad enjoys spending his free time fly fishing (with limited success).



ASSOCIATE

Ted Wojcik

Ted is devoted to working on behalf of those harmed by corporate misconduct, and has experience advocating for individuals in several contexts.

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YEARS OF EXPERIENCE
- 6

PRACTICE AREAS
- Antitrust Litigation
- Class Action
- Environmental Litigation

BAR ADMISSIONS
- Georgia
- Washington

CLERKSHIPS
- Judge Mark H. Cohen, U.S. District Court for the Northern District of Georgia, Atlanta, GA, 2016-2018
- Judge Marjorie Allard, Alaska Court of Appeals, Anchorage, AK, 2015-2016

EDUCATION
- Yale Law School, J.D., 2015
- Dartmouth College, A.B., 2011, *magna cum laude*

CURRENT ROLE

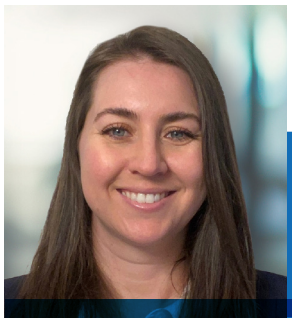
- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Before joining Hagens Berman, Ted served as a clerk to U.S. District Judge Mark H. Cohen, and prior to that, to Judge Marjorie Allard of the Alaska Court of Appeals.
- During law school, Ted interned for the Alaska Public Defender Agency in Palmer, Alaska, and the New Orleans City Attorney's Office. He also worked as a student attorney in the landlord/tenant and immigration legal services clinics, and was an editor for the Yale Law Journal.
- Before law school, Ted worked for a year as a high school teacher in the Marshall Islands.

PERSONAL INSIGHT

A Maine native and recent Seattle transplant, Ted is working hard to master the intricacies of composting and to remember that the ocean lies to the west now, not the east.



ASSOCIATE

Abby Wolf

Abby cares deeply about justice and fairness. Through class actions, she is focused on exposing the truth, holding the powerful accountable and helping consumers fight back against corporate wrongdoing.

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YEARS OF EXPERIENCE
- 5

PRACTICE ARES
- Antitrust Litigation
- Class Action
- Consumer Rights

BAR ADMISSIONS
- California

COURT ADMISSIONS
- U.S. District Court for the Northern District of California
- U.S. District Court for the Central District of California
- U.S. Court of Appeals for the Fourth Circuit

CLERKSHIPS
- U.S. District Court for the Eastern District of California, Judge Dale A. Drozd, 2020 – 2021
- U.S. District Court for the Southern District of West Virginia, Judge Joseph R. Goodwin, 2016 – 2017

EDUCATION
- University of California, Davis School of Law, King Hall, J.D., 2016
- University of California, Berkeley, B.A., 2011

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Abby was an associate at Lieff Cabraser Heimann & Bernstein LLP, where she worked on behalf of cities, counties and Native American tribes in the nationwide opioid litigation. She also represented survivors of the 2017 and 2018 wildfires in California sparked by the negligence of local utility companies.

PUBLICATIONS

- "The World Still Looks to California: The CalECPA as a Model Step for Privacy Reform in the Digital Age," The Journal of Law and Technology at Texas, Aug. 1, 2017

PRESENTATIONS

- Mass Torts Committee Breakout: "Public Nuisance Law and Its Impact on the Opioid Litigation and Future Mass Torts," Panelist, Jan. 31, 2020

PERSONAL INSIGHT

When not practicing law, Abby enjoys yoga, baking and spending time with her pet rabbit, Ralphie.



ASSOCIATE

Wesley A. Wong

Mr. Wong is an investor rights attorney who assists in the development and prosecution of securities class-action cases, derivative actions and opt-out litigation. He has experience working in all stages of litigation, including at trial.

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YEARS OF EXPERIENCE
- 3

PRACTICE ARES
- Investor Fraud
- Securities

INDUSTRY EXPERIENCE
- General Civil Litigation
- Complex Civil Litigation
- Class Actions
- Financial Services Regulatory Compliance

BAR ADMISSIONS
- California

COURT ADMISSIONS
- U.S. District Court for the Eastern District of California
- U.S. District Court for the Northern District of California

EDUCATION
- University of San Francisco School of Law, J.D., 2016
- San Francisco State University, B.S., cum laude, 2012

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP
- Mr. Wong's practice focuses on securities litigation.

RECENT SUCCESS

- Mr. Wong represented and defended a major rapid transit public transportation system serving the San Francisco Bay Area in a $75 million breach of contract and implied covenant of good faith/fair dealing case at trial. He successfully tried the case to verdict as a key member of the trial team and obtained a complete defense verdict.

EXPERIENCE

- Litigated a variety of cases at all stages of litigation, including at trial
- Worked in the financial services industry as an analyst prior to law practice
- Prior experience working with banking industry regulators to resolve regulatory compliance matters

ACTIVITIES

- The Risk Management Association, Golden Gate Chapter, Young Professionals Board Member 2017-2018

LEGAL ACTIVITIES

- Asian American Bar Association of the Greater Bay Area

PERSONAL INSIGHT

When he's not practicing law, Wesley enjoys writing, directing and producing short films and music videos. Wesley has worked with electronic dance music and hip hop music artists in the management, production, dealmaking and financing of various projects.

U.K. Legal Team



CO-MANAGING DIRECTOR, HAGENS BERMAN UK LLP

Michael J. Gallagher Jr.

Michael, through his understanding of regulatory and legal issues, serves diverse and global clients seeking to enforce their rights against well-financed corporations.

CONTACT

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YEARS OF EXPERIENCE

- 20

PRACTICE AREAS

- Antitrust & Competition
- Automotive Litigation
- Consumer Rights
- Group Litigation
- Investor Fraud

INDUSTRY EXPERIENCE

- Finance
- Management and Administration

BAR ADMISSIONS

- Foreign Registered Attorney, England and Wales
- New York
- Pennsylvania

COURT ADMISSIONS

- Foreign Registered Attorney in England and Wales
- Sixth Circuit Court of Appeals
- U.S. District Courts for the Eastern, Northern, Southern and Western Districts of New York
- U.S. District Courts for the Eastern, Middle and Western Districts of Pennsylvania

CURRENT ROLE

- Co-Managing Director and Partner, Hagens Berman UK LLP
- Michael's work focuses on competition litigation, group litigation, and consumer protection, as well as building the firm's practice offerings for its global clients.

CAREER HIGHLIGHTS

- In Re Dealer Management Systems
- Sullivan v. Barclays (Euribor)
- In Re Libor-Based Financial Instruments

RECENT SUCCESS

- Mr. Gallagher supported, now-Senator Elizabeth Warren, and the Congressional Oversight Panel, in reviewing the U.S. Department of the Treasury's use of the Troubled Asset Relief Program's funds by overseeing the Treasury's actions, assessing the impact of spending to stabilize the economy, evaluating market transparency and ensuring effective foreclosure mitigation efforts.

EXPERIENCE

- Prior to joining Hagens Berman, Michael was a partner at multiple prominent plaintiff law firms, where he represented plaintiffs in multiple international antitrust and consumer protection litigations in various jurisdictions (each case valued in excess of $500 million) and lead a team of partners and associates litigating those actions.
- Mr. Gallagher also was responsible for administration and development of United Kingdom and European Union global offices, doing so with a focus on diversity and operational improvements.
- His litigation work focuses on complex litigation extensively in finance and commodity markets.

PRO BONO

- Mr. Gallagher provides Pro Bono services to the Institute for Human Identity, one of the oldest LGBTQ affirming therapy sites in the country. He regularly volunteers his service for issues of social justice including immigration rights support, diversity, equity and inclusion.

LEGAL ACTIVITIES

- Pure Equitas International Consultancy – Board Member and Advisor
- Member, AAJ Antitrust Subcommittee

CO-MANAGING DIRECTOR

Michael J. Gallagher Jr.

CLERKSHIPS

- Sixth Circuit Court of Appeals, Honorable Helene N. White, 2013 - 2014
- U.S. Securities and Exchange Commission, Law Clerk for the Division of Enforcement - Trial Unit, May 2012 - September 2013) under Chairperson Mary Schapiro
- Antitrust Division of the U.S. Department of Justice, September 2010 - January 2011

EDUCATION

- Rutgers University Law School, Camden, J.D., 2011 Lax Scholar and Kaplan Scholar
- Franklin and Marshall College, B.A. in International Business Relations and Non-Profit Management
- Additional coursework in finance and management from Wharton School of Business at the University of Pennsylvania, Fox School of Business at Temple University, and Tohoku Gaukin University

PUBLIC SERVICE

- Trustee, David Adamany Trust, 2016 – Present
- Board Member, New York Civil Liberties Union, 2015-2018; Investment Committee member, 2016-2018
- Supporter, Project HOME

RECOGNITION

- Pennsylvania Governor's Award for Community Service
- American Civil Liberties Union's Pennsylvania Advocacy Award

NOTABLE CASES

- In Re Dealer Management Systems Antitrust Litigation
- Sullivan v. Barclays (Euribor) Commodities Litigation
- In Re Libor-Based Financial Instruments Antitrust Litigation
- In re Term Commodities Cotton Futures Litigation
- Sonterra Capital Master Fund, LTD. V. Barclays Bank
- In re Aluminum Warehousing Antitrust Litigation
- United States of America ex rel., Beverly Brown v. Celgene Corporation
- In re Keurig Green Mountain Coffee Antitrust Litigation
- In re Lithium Ion Batteries Antitrust Litigation
- In re Dole Food Co., Inc., Stockholder Litigation
- In re London Silver Market, Ltd. Antitrust Litigation
- In re Commodity Exchange, Inc. Gold Futures and Options Trading Litigation
- Castro v. Sanofi Pasteur, Inc. (re Menactra)
- In re American Express Anti-Steering Rules Litigation
- In re Longtop Financial Technologies Limited Securities Litigation
- In re Crude Oil Commodity Futures Litigation

PERSONAL INSIGHT

Michael's husband is a former Broadway dancer who is now a psychotherapist. In addition to having two left feet, Michael is regularly psychoanalyzsed every time he does not put away the dishes. However, because of being married to a psychotherapist, Michael is regularly reminded interpersonal relationships are of utmost importance and prides himself on personal engagement and connection with clients and those he works with. Michael enjoys his daily workouts and meditations, is an aspiring farmer, and is obsessed with all things animals – especially his dog, a Cavalier King Charles Spaniel.

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Interim Co-Lead Counsel

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

In re: Hyundai and Kia Engine Litigation II

Case No. 8:18-cv-02223-JLS-JDE

Related Cases:
8:17-cv-00838-JLS-JDE
8:21-cv-01057-JLS-JDE
8:21-cv-00379-JLS-JDE
8:19-cv-00854-JLS-JDE

DECLARATION OF MATTHEW D. SCHELKOPF IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: November 18, 2022
Time: 10:30 a.m.
Hon. Josephine L. Staton
Courtroom: 8A

I, Matthew D. Schelkopf, declare as follows:

1. I am a partner at the law firm of Sauder Schelkopf LLC. I am admitted to practice law in Pennsylvania and New Jersey, and I am also admitted to this Court *pro hac vice*. I respectfully submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. My declaration is based on my personal knowledge of the facts set forth herein, and, if called to so, could and would testify competently thereto.

2. Attached hereto as **Exhibit 1** is the firm resume of Sauder Schelkopf LLC. Sauder Schelkopf is a four-attorney firm located in Berwyn, Pennsylvania that represents plaintiffs in consumer fraud class actions, product liability, and other complex class action litigation in Pennsylvania, New Jersey, and across the United States.

3. By the time I turned fifteen years old, I had already been actively involved in restoring classic automobiles with the assistance of my father, an aerospace engineer. My experience with automobiles continued and led to me to working in automotive repair facilities while also pursuing my high school and college education. I continue to restore classic automobiles in my free time and I am able to utilize this knowledge of automobiles in my litigation practice.

4. Prior to joining Sauder Schelkopf, I practiced at the class action law firm of McCune Wright Arevalo LLP. Prior to joining McCune Wright Arevalo, I practiced at the suburban Philadelphia class action law firm of Chimicles & Tikellis. From 2002 to 2004, I was a prosecutor in the District Attorney's Office of York County, where I litigated 27 jury trials and over 50 bench trials.

5. In 2022-2023, I was selected as President of the Class Action Trial Lawyers Association Top 25, an invitation-only elite group limited to the Top 25 lawyers in each state. I have also been honored as a Best Lawyer® in America (Mass Tort/Class Action) in 2022 and 2023. In 2022, LawDragon recognized me in its list of 500 Leading Plaintiff

Consumer Lawyers. The Legal Intelligencer named me to its 2020 Pennsylvania Trailblazers list recognizing 31 lawyers who "have taken extra measures to contribute to positive outcomes . . . and who are truly agents of change." Since 2010, I have been selected by Pennsylvania Super Lawyers as a Rising Star (a distinction held by the top 2.5% of attorneys in PA) and then a Pennsylvania Super Lawyer, as chosen by their peers and through the independent research of Law & Politics. In 2012, The American Lawyer Media, publisher of The Legal Intelligencer and the Pennsylvania Law Weekly, named me as one of the "Lawyers on the Fast Track" a distinction that recognized thirty-five Pennsylvania attorneys under the age of 40 who show outstanding promise in the legal profession and make a significant commitment to their community. I was also selected as a Top 40 under 40 by the National Trial Lawyers in 2012-2015. In 2020 and 2022, I was selected to America's Top 100 High Stakes Litigators® in Pennsylvania, comprised of the nation's most exceptional trial lawyers for high stakes legal matters. In 2021, 2022 and 2023, I was selected as a Top 25 Products Liability Trial Lawyer an invitation-only professional organization composed of and limited to the Top 25 attorneys from each state or region who serve individuals and families who need attorneys to represent them in the American legal system regarding Product Liability claims.

6. I have extensive experience prosecuting consumer class action cases against automobile manufacturers, including:

a. Appointed as Class Counsel by Judge Madeline C. Arleo in *Zhao v. Volkwasgen Group of Am., Inc.*, 2:21-cv-11251-MCA-MF (D.N.J.) on behalf of owners and lessees of approximately 2.3 million Volkswagen and Audi vehicles that experience premature water pump failure. Judge Arleo granted preliminary approval to the proposed class action settlement on March 3, 2023.

b. Appointed as Class Counsel by Judge Joseph H. Rodriguez in *In re: Subaru Battery Drain Prod. Liab. Litig.*, No. 1:20-cv-03095-JHR-MJS (D.N.J.) on behalf of owners and lessees of approximately 2.8 million Subaru vehicles that experience parasitic drain of the battery.

Judge Rodriguez granted preliminary approval to the proposed class action settlement on June 23, 2022.

c. Appointed as Class Counsel by Judge Josephine L. Staton in *In re: Hyundai and Kia Engine Litig.*, No. 8:17-cv-00838-JLS-JDE 02223 (C.D. Cal.) on behalf of owners and lessees of approximately 4 million Hyundai and Kia vehicles that experienced catastrophic engine failure. Final approval was granted to a nationwide class action settlement valued at $892 million on May 10, 2021.

d. Appointed as Class Counsel by Judge Susan D. Wigenton in *Brown v. Hyundai Motor Am.*, No. 2:18-cv-11249-SDW-JAD (D.N.J.) on behalf of owners and lessees of approximately 1 million Hyundai vehicles related to a defect that caused premature engine failure. Judge Wigenton granted final approval to the proposed class action settlement on April 20, 2021.

e. Appointed as Class Counsel by Judge Nancy E. Brasel in *Fath v. American Honda Motor Co., Inc.*, No. 18-cv-1549 (D. Minn.) on behalf of owners and lessees of approximately 800,000 Honda vehicles that experienced oil dilution. Final approval was granted to a nationwide class action settlement on September 11, 2020.

f. Appointed as Class Counsel by Judge Joseph H. Rodriguez in *Salcedo v. Subaru of America, Inc.*, 1:17-cv-08173 (D.N.J.) on behalf of owners and lessees of MY 2012-2017 Subaru WRX and WRX STi vehicles with alleged connecting rod bearing defect that resulted in engine failure. Final approval was granted to a nationwide class action settlement on June 5, 2019.

g. Appointed as Class Counsel by Judge Madeline Cox Arleo in *Bang v. BMW of North America, LLC*, No. 2:15-cv-6945 (D.N.J.) in a case involving certain BMW vehicles containing a defect resulting in excessive oil consumption. Final approval was granted to a nationwide class action settlement on September 11, 2018.

h. Appointed as Class Counsel by Judge Jerome B. Simandle in *Yaeger v. Subaru of America, Inc.*, No. 1:14-cv-4490-JBS-KMW in a case involving certain Subaru vehicles with an alleged defect that caused excessive engine oil consumption. Final approval was granted to a nationwide class action settlement on August 31, 2016.

i. Appointed Class Counsel in *Davitt v. Honda North America, Inc.*, No. 2:13-cv-00381-MCA-JBC (D.N.J.), a class action lawsuit on behalf of current and former owners and lessees of certain Honda CR-V vehicles containing alleged defective door lock actuators. Honorable Madeline Arleo granted final approval of the settlement on May 8, 2015.

j. Appointed Class Counsel in *Henderson v. Volvo Cars of North America, LLC*, No. 2:09-cv-04146-CCC-JAD (D.N.J), a class action lawsuit on behalf of current and former owners and lessees of Volvo vehicles related to an alleged transmission defect in model years ("MY") 2003-2005 XC90 Turbo 6-cylinder SUVs. Final approval was granted to a settlement that conferred a substantial benefit on over 90,000 class members.

k. Appointed as Interim Co-Lead Interim Class Counsel by Judge George Caram Steeh in *Tolmasoff v. General Motors, LLC*, No.: 2:16-cv-11747 (E.D. Mich.) in a case involving a claim of overstated miles-per-gallon in GM vehicles.

l. Appointed as Co-Class Counsel in *Mendoza v. Hyundai Motor Co.*, No. 5:15-cv-01685 (N.D. Cal.) related to premature engine failure in certain Hyundai vehicles. Judge Freeman granted final approval to the settlement on January 31, 2017.

m. Appointed as Co-Class Counsel in *Whalen v. Ford Motor Company*, No. 3:13-cv-03072-EMC (N.D. Cal.), a class action lawsuit on behalf of owners and lessees of Ford and Lincoln vehicles related to an alleged design defect in which the Sync®, MyFordTouch® and MyLincolnTouch® systems fail to operate as designed.

n. Appointed as Co-Lead Counsel in *Lyman v. Ford Motor Co.*, No. 21-cv-10024 (E.D. Mich.), a class action lawsuit on behalf of owners and lessees of Ford vehicles related to an alleged defect that causes excessive engine oil consumption.

7. On February 26, 2021, after a significant pre-filing investigation, Sauder Schelkopf – along with co-counsel Walsh PLLC, the Law Office of Adam R. Gonnelli, and Nye Stirling, Hale & Miller, filed the proposed class action *Marbury et al. v. Hyundai Motor America, et al.*, No. 8:21-cv-00379 (C.D. Cal.) on behalf of Plaintiffs

Kesha Franklin Marbury, Christina Roos, James H. Palmer, John H. Caro, Ashley Gagas, and James J. Martino, as well as all similarly situated persons who owned or leased Hyundai and Kia vehicles equipped with Theta II Multi-Point Injection ("MPI") engines against Hyundai Motor America ("HMA"), Hyundai Motor Company ("HMC"), Kia Corporation ("KC"), and Kia America ("KA"). Plaintiffs' Complaint asserted claims for violations of California's Consumer Legal Remedies Act, California' Unfair Competition Law, California's False Advertising Law, the Song-Beverly Act, Pennsylvania's Unfair Trade Practices Act, Arizona's Consumer Fraud Act, Florida's Deceptive and Unfair Trade Practices Act, Georgia's Fair Business Practices Act, Georgia's Uniform Deceptive Trade Practices Act, the Magnuson-Moss Warranty Act, as well as claims for breach of express and implied warranty, common law fraud, and breach of the duty of good faith and fair dealing.

8. The *Marbury* action alleged Defendants' flawed design and manufacturing processes resulted in the production and sale of Hyundai and Kia vehicles with defective engines. The *Marbury* Complaint alleged these engines were prone to premature and irregular connecting rod bearing wear that, if not caught early, could result in sudden and catastrophic engine failure, and in some instances also cause an engine fire.

9. On September 8, 2021, following final approval of the *In re: Hyundai and Kia Engine Litig.*, No. 8:17-cv-00838 (C.D. Cal.) ("*Engine I*") settlement in May 2021 by this Court, *Marbury* was consolidated as *Engine II*, along with the following proposed nationwide class actions alleging the same engine defect and filed by my co-Class Counsel and Settlement Counsel: *Flaherty et al. v. Hyundai Motor Company, et al.*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.); *Thornhill et al. v. Hyundai Motor Company et al.*, No. 8:21-cv-00481-JLS-JDE (C.D. Cal.); and *Buettner v. Hyundai Motor America, Inc. et al.*, No. 8:21-cv-01057-JLS-JDE (C.D. Cal.). (*Flaherty*, ECF No. 55.) On August 25, 2022, the Court also ordered *Short et al. v. Hyundai Motor Company, et al.*, No. 2:19-cv-00318-JLR (W.D. Wash.), which was also filed by

Settlement Counsel, consolidated with *Engine II* after it was transferred to this Court.[1] (*Engine II*, ECF No. 71).

10. On September 8, 2021, the Court also appointed me and Steve Berman of Hagens Berman Sobol Shapiro LLP as interim co-Lead Counsel, and Gretchen Freeman Cappio of Keller Rohrback L.L.P. as Settlement Counsel for the putative class. (*Engine II*, ECF No. 55.) Together we filed a consolidated class action complaint and an amended consolidated class action complaint on November 8, 2021, and September 13, 2022, respectively. (*Engine II*, ECF Nos. 57; 72).

11. Based on my personal and extensive experience with similar automotive class actions—many of which were settled and granted final approval, including against Hyundai and Kia and here in this District—I believe that settlement of these actions is appropriate and in the best interests of current and former Hyundai and Kia vehicle owners and lessees, as they will receive substantial benefits and avoid the risks, uncertainty, and delay that is inherent in any litigation. I believe the terms of the proposed Settlement are fair, adequate, and reasonable. I base these conclusions on what I have learned regarding the strengths and weaknesses of the parties' respective claims, defenses, and evidence during these cases, as well as my experience in similar automotive class actions.

12. Plaintiffs have obtained information sufficient to allow them to evaluate and agree to a settlement. Before filing *Marbury*, Sauder Schelkopf engaged an expert to investigate the defect and perform teardown analyses of Class Vehicle engines, conducted extensive research via publicly available documents (including NHTSA complaints, Hyundai and Kia recall and service campaign documents, and warranties),

[1] On September 22, 2022, the Court ordered *Chieco, et al. v. Kia Motors America, Inc., et al.*, 8:21-cv-00854-JLS-JDE consolidated with *Engine II*. (*Engine II*, ECF No. 77.) Since *Chieco*'s consolidation to *Engine II*, counsel for the *Chieco* plaintiffs have not communicated with me or my firm about litigating or resolving class-wide claims for any overlapping proposed class vehicles in *Engine II* and *Chieco*.

and spoke to hundreds of Class members (including those engaged in repair or warranty disputes with Hyundai and Kia) who had suffered engine failure, and reviewed their documentation. Shortly after the filing of the *Marbury* complaint in February 2021, the parties began informal discussions regarding potential resolution. Counsel for Plaintiffs in *Marbury* continued to interview class members to confirm the root cause of the alleged engine defect was consistent with representations from Defendants.

13. Once my firm began to work together with co-Lead Counsel and Settlement Counsel, together we spent roughly fifteen months, from approximately May 2021 to August 2022, jointly negotiating a class-wide settlement with Defendants and assessing the alleged defect, the scope of vehicles, and actions being undertaken by NHTSA. All the while, we also continued to receive and follow up on contacts from putative Class members regarding manifestation of the alleged defect in their Class Vehicles. Our progress, including the two consolidated complaints that we filed during this period, relied in part on the beneficial information obtained from discovery in *Short*.

14. In February 2022, the parties mediated before the Honorable Edward Infante (Ret.) of JAMS. Because the parties did not agree on all settlement terms at the mediation, we continued to engage in regular negotiations that ultimately resulted in the August 29, 2022 Settlement Agreement.

15. The proposed Settlement provides for, and the parties have already begun, confirmatory discovery, which will allow co-Lead Counsel and Settlement Counsel to obtain further testimony from Defendants about the alleged defect and ensure that the proposed Settlement's remedies are fair, adequate, and reasonable. Earlier this year, Plaintiffs served written discovery on Defendants, and last month we obtained written responses along with thousands of pages of documents from Defendants relating to the Class Vehicles. We are still reviewing these documents, and the parties have an agreement to depose Defendants' corporate designees in the coming months.

16. Plaintiffs, co-Lead Counsel, and Settlement Counsel do not have any conflicts of interest with other Class members. Co-Lead Counsel and Settlement Counsel have pursued this action for more than three years, through motion practice and discovery, and negotiated the proposed Settlement Agreement with the assistance of a respected mediator. Collectively, co-Lead Counsel and Settlement Counsel have devoted thousands of hours in the prosecution of these claims and incurred significant expenses in our pursuit of relief on behalf of all Class members.

17. Our negotiations with Defendants were adversarial and conducted at arms'-length, resulting in a proposed Settlement that is fair, reasonable, and adequate. After negotiating, mediating, and reaching general agreement on the broader terms of settlement, co-Lead Counsel and Settlement Counsel spent months meeting and conferring with Defendants' counsel by phone and in writing to negotiate the details of the Settlement Agreement. I have negotiated other settlements with Defendants and its counsel, all of which were deemed fair, reasonable, and adequate. *See, e.g. In re Kia Engine Litigation*, No. 8:17-cv-00838-JLS-JDE (C.D. Cal.); *In re: Hyundai Sonata Engine Litigation*, No. 5:15-cv-01685-BLF (N.D. Cal.).

18. These negotiations and the terms of the proposed Settlement also do not create or reflect any conflict of interest regarding attorneys' fees, costs, or class representative service awards. While Defendants have agreed they will separately pay these items so as not to diminish the settlement value available to Class members, there is no clear sailing provision in the proposed Settlement. We began negotiating fees and costs with Defendants after we reached agreement on the material terms of the Settlement, but the parties have not agreed on these amounts. The parties have only agreed that Class representatives that were deposed will receive $5,000, while Class representatives that were not deposed will receive $3,000. Co-Lead Counsel and Settlement Counsel will jointly move for an award of reasonable attorneys' fees, costs,

and the agreed-upon service awards, and Defendants may oppose this at their discretion. Any fees, costs, or service awards will ultimately by decided or approved by this Court.

19. Throughout the course of this litigation, the individuals included in the *Marbury* Complaint – Plaintiffs Kesha Franklin Marbury, Christina Roos, James H. Palmer, John H. Caro, Ashley Gagas, and James J. Martino – have been available for multiple communications and provided information for various pleadings, and have stayed abreast of the progress of the litigation.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 26th day of September, 2022, at Berwyn, Pennsylvania.

/s/ Matthew D. Schelkopf
Matthew D. Schelkopf

EXHIBIT 1

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About Us

Attorneys

- Joseph G. Sauder
- Matthew D. Schelkopf
- Joseph B. Kenney
- Mark B. DeSanto

Practice Areas

- Automobile Defects and False Advertising
- Consumer Fraud Class Actions
- Sexual Misconduct and Gender Discrimination
- Employee Rights Class Actions
- General Complex Litigation
- Data Breach/Privacy Litigation

Case Highlights

About Us

Sauder Schelkopf has a nationally recognized litigation practice. The firm currently serves as court-appointed lead counsel in courts across the country. The attorneys at Sauder Schelkopf have recovered over $500 million on behalf of their clients and class members. Our firm was recognized by the *Legal Intelligencer's* 2022 Professional Excellence Awards. The Legal Intelligencer's Professional Excellence Awards honor Pennsylvania law firms and attorneys who have made a significant, positive impact on the legal profession. Our firm was named in the Litigation Departments of the Year (Specialty Area Category), an award that honors the best litigation practice in a small or mid-sized firm in Pennsylvania. This recognition was based on the firm's 2021 litigation work and its important ongoing cases. *LawDragon* has recognized our attorneys in its list of the "500 Leading Plaintiff Consumer Lawyers" for 2022. This list notes: "From the opioid epidemic to toxic substances and defective products, truck accidents to wildfires and sexual abuse, these are the lawyers who stand on the front line in individual lawsuits and class actions seeking justice." Mr. Schelkopf was named to Pennsylvania's *Best Lawyers® 2022* for Class Actions/Mass Tort Litigation. *The American Lawyer* named Mr. Sauder to its 2021 Northeast Trailblazers. The honor recognizes 60 lawyers who are "truly agents of change." It "recognizes professionals in the Northeast who have moved the needle in the legal industry." *The Legal Intelligencer* named Mr. Sauder and Mr. Schelkopf in its 2020 Pennsylvania Trailblazers list recognizing 31 lawyers who "have taken extra measures to contribute to positive outcomes . . . and who are truly agents of change." *The Legal* highlighted the firm's innovative work on advocacy as class counsel in large institutional sex abuse cover-ups, women's, and children's rights. Our attorneys have also consistently been recognized by their peers being named to Pennsylvania SuperLawyer, a distinction held by the top 5% of attorneys in Pennsylvania, and Pennsylvania SuperLawyer Rising Stars, a distinction for 2.5% of lawyers in Pennsylvania. Our attorneys have also been selected by the National Trial Lawyers Association as the Top 100 Trial Lawyers in Pennsylvania.

Joseph G. Sauder, Partner



Joseph G. Sauder handles complex cases on behalf of individuals, sexual abuse survivors, consumers, small businesses and employees. Mr. Sauder currently serves as court appointed lead counsel in state and federal courts across the country. He has successfully litigated cases against some of the largest companies in the world.

Mr. Sauder started his legal career as a prosecutor in the Philadelphia District Attorney's Office where, from 1998 to 2003, he successfully tried hundreds of criminal cases to verdict, including sexual abuse cases. LawDragon recognized Mr. Sauder in its list of the "500 Leading Plaintiff Consumer Lawyers" for 2022. The Lawdragon consumer law guide offers the publication's take on the best of the U.S. plaintiff bar specializing in representing consumers. The publication notes "these are the lawyers who stand on the front line in individual lawsuits and class actions seeking justice. They relish their role of underdog, taking on the toughest cases . . . ." The American Lawyer named Joe Sauder to its 2021 Northeast Trailblazers. The honor recognizes 60 lawyers who are "truly agents of change." It "recognizes professionals in the Northeast who have moved the needle in the legal industry." The Northeast includes Maine, New York, New Jersey, Vermont, Massachusetts, Rhode Island, Connecticut, New Hampshire, and Pennsylvania. The Legal Intelligencer named Mr. Sauder in its 2020 Pennsylvania Trailblazers list recognizing 31 lawyers who "have taken extra measures to contribute to positive outcomes . . . and who are truly agents of change." The Legal highlights Joe's innovative work on advocacy as class counsel in large institutional sex abuse cover-ups, women's, and children's rights. Mr. Sauder has been repeatedly recognized by his peers. Since 2011, Mr. Sauder has been selected as a Pennsylvania SuperLawyer, a distinction held by the top 5% of attorneys in Pennsylvania, as chosen by their peers and through the independent research of Law & Politics.

Mr. Sauder received his Bachelor of Science, magna cum laude in Finance from Temple University in 1995. He graduated from Temple University School of Law in 1998, where he was a member of Temple Law Review.

Mr. Sauder is admitted to practice before the Supreme Courts of Pennsylvania and New Jersey, the United States Court of Appeals for the Third Circuit, the United States District Courts for the Eastern District of Pennsylvania, the Middle District of

Pennsylvania, the District of New Jersey and the District of Colorado. Mr. Sauder currently serves as a lead counsel in numerous class actions related to product, construction and automotive defect cases pending throughout the country.

Matthew D. Schelkopf, Partner



Matthew D. Schelkopf has extensive trial and courtroom experience throughout the United States, with an emphasis on class actions involving automotive defects, consumer protection, defective products and mass torts litigation.

The Legal Intelligencer named Mr. Schelkopf in its 2020 Pennsylvania Trailblazers list recognizing 31 lawyers who "have taken extra measures to contribute to positive outcomes . . . and who are truly agents of change." *The Legal* highlights Matthew's work on behalf of clients who have been victimized by corporations. Since 2010, Mr. Schelkopf has been selected by Pennsylvania Super Lawyers as a Rising Star (a distinction held by the top 2.5% of attorneys in PA) and then a Pennsylvania Super Lawyer, as chosen by their peers and through the independent research of Law & Politics. In 2012, The American Lawyer Media, publisher of The Legal Intelligencer and the Pennsylvania Law Weekly, named Mr. Schelkopf as one of the "Lawyers on the Fast Track" a distinction that recognized thirty-five Pennsylvania attorneys under the age of 40 who show outstanding promise in the legal profession and make a significant commitment to their community. Mr. Schelkopf was also selected as a Top 40 under 40 by the National Trial Lawyers in 2012-2015.

Mr. Schelkopf began his legal profession as a criminal prosecutor with the District Attorney's Office of York County. He quickly progressed to Senior Deputy Prosecutor where he headed a trial team responsible for approximately 300 felony and misdemeanor cases each quarterly trial term.

In 2004, Mr. Schelkopf then associated with a suburban Philadelphia area law firm, litigating civil matters throughout Pennsylvania and New Jersey. In 2006, he was co-counsel in a Philadelphia County trial resulting in a $30,000,000.00 jury verdict in favor of his clients – the largest state verdict recorded for that year. Mr. Schelkopf currently serves as a lead and co-lead counsel in numerous class actions related to product and automotive defect cases pending throughout the country.

Outside of the office, Mr. Schelkopf enjoys spending time with his family, mountain and road biking, skiing and restoring classic automobiles. Three of his auto restorations have been featured in nationally circulated automotive publications.

Joseph B. Kenney, Partner



Joseph B. Kenney has experience representing consumers in class actions involving defective products, automotive defects, false and misleading advertising, and other consumer protection litigation. Mr. Kenney also represents victims of sexual misconduct in federal courts throughout the country.

Since 2017, Joe has been selected by Pennsylvania Super Lawyers as a Rising Star, an honor reserved for 2.5% of lawyers in Pennsylvania, as chosen by his peers based on his professional achievements. Joe is also the co-chair of the firm's Law & College Fellowship Program, where he mentors undergraduate students, law students, and new attorneys. Joe has argued numerous dispositive motions in federal courts across the country, deposed engineers and other highly specialized witnesses, and achieved settlements valued in the tens of millions of dollars on behalf of consumers.

Joe received his J.D., *cum laude*, from Villanova University's School of Law in 2013. While at Villanova, he was elected as a Managing Editor of Student Works for the Jeffrey S. Moorad Journal of Sports Law for his third year of law school. As a staff writer, his comment, *Showing On-Field Racism the Red Card: How the Use of Tort Law and Vicarious Liability Can Save the MLS from Joining the English Premier League on Racism Row*, was selected for publication in the Spring 2012 Volume of the Journal. Prior to law school, he attended Ursinus College where he majored in politics and minored in international studies. Mr. Kenney was also a member of the men's varsity soccer team at Ursinus.

Joe is admitted to practice before the Supreme Courts of Pennsylvania and New Jersey and the United States District Courts for the Eastern District of Pennsylvania, the District of New Jersey, the District of Colorado, and the Eastern District of Michigan.

Mark B. DeSanto, Associate



Mark B. DeSanto has extensive class action litigation experience in federal courts throughout the United States representing consumers, pension participants, investors, and employees in class actions involving false and misleading advertising, defective products, data breaches, ERISA litigation, securities litigation, employee rights, and other consumer protection litigation.

Since 2018, Mr. DeSanto has been selected by Pennsylvania Super Lawyers as a Rising Star (an honor reserved for 2.5% of lawyers in Pennsylvania), as selected by his peers based on his professional achievements. Mr. DeSanto has extensive experience handling all aspects of class action litigation, from inception through pretrial motion practice, including case investigation and initiation, complaint drafting and motion to dismiss briefing, written discovery and discovery motion practice, taking and defending fact witness depositions, contested class certification briefing, preparation of expert reports, taking and defending expert witness depositions, *Daubert* motion practice, summary judgment, motions in limine, preliminary and final approval settlement briefing, and oral arguments on all of the foregoing. Mr. DeSanto also authored a chapter of a course handbook published by the Practising Law Institute on March 1, 2018, for the 23rd Annual Consumer Financial Services Institute titled Chapter 57: The Impact of Payment Card II on Class Action Litigation & Settlements (ISBN Number: 9781402431005).

Mr. DeSanto received his Juris Doctor (J.D.), *cum laude*, from the University of Miami School of Law in 2013, where he was also a member of the National Security and Armed Conflict Law Review. During his second and third years of law school, Mr. DeSanto worked full-time at a securities litigation firm while also attending law school full-time and earning Dean's List and President's Honor Roll distinction (4.0 GPA) in multiple semesters. Prior to attending law school, Mr. DeSanto attended the University of Miami where he earned his Bachelor of Business Administration (B.B.A.) in Finance in 2009.

Mr. DeSanto is admitted to practice law in Florida, Pennsylvania, and New Jersey, and has been admitted to United States District Courts for the Eastern District of Pennsylvania, the District of New Jersey, Southern District of Florida, and the District of Colorado.

Practice Area: Consumer Fraud Class Actions

The attorneys at Sauder Schelkopf have prosecuted and resolved numerous consumer fraud class actions on behalf of millions of consumers against nationally known corporations for deceptive and unfair business practices. Sauder Schelkopf's experience includes the following types of consumer fraud class action cases:

Automotive Defects – Automobiles are a major expense and consumers expect them to provide safe and reliable transportation for themselves and their family and friends. Some vehicles, however, may contain manufacturing or design defects that can pose a danger to our families and others on the road. Even if these defects do not create a potential safety issue, they might result in costly repairs to consumers.

Construction Defects – When consumers purchase a home, they expect the plumbing and other basic functions of the home to work without fail. Certain companies, however, are known to cut corners when designing and manufacturing their products. When an essential component of the home fails, it can lead to costly repair bills, damage to the surrounding property in the home, and high homeowner's deductibles.

Consumer Electronics Defects – As technology continues to evolve, more and more consumers purchase and depend upon electronic devices in their daily routines. From smartphones to state-of-the art drones, many manufacturers rush products to sale to take advantage of high consumer demand. As these products are rushed to market, consumers often are left between the difficult choice of paying expensive repair bills or placing their expensive product on the shelf to gather dust.

Medical Device Defects – Manufacturers of medical devices are held to high standards in the design, manufacturing, and marketing of their products. When a manufacturer learns of a defect in their medical device that could cause bodily harm to the end-user, the law imposes a strict duty on them to institute a recall immediately. Many times, however, manufacturers seek to place profits above the safety of their customers

Practice Area: Sexual Misconduct and Gender Discrimination

Sauder Schelkopf has a nationally recognized sexual misconduct practice with significant experience fighting for victims. Our former prosecutors have extensive experience investigating and trying cases. Sauder Schelkopf represented victims of clergy sexual abuse in dioceses throughout the country. We have litigated numerous class action and individual lawsuits throughout the country on behalf of sexual abuse survivors.

Practice Area: Employee Rights Class Actions

The attorneys at Sauder Schelkopf have protected workers' rights. Employees are given numerous protections under state and federal law. The attorneys at Sauder Schelkopf has held employers accountable to their obligations under the law when hiring, employing, and firing their workers.

If employees face discrimination based on their race, color, country of origin, religion, gender, sexual orientation, the employer is violating the law. In addition, many employees do not receive their due compensation as numerous employers engage in wage and hour violations. Whether you are a potential whistleblower, or your case is associated with any technical or creative legal matter, the attorneys at Sauder Schelkopf are available to discuss your potential case.

Case Highlights

The attorneys at Sauder Schelkopf have played a lead role in cases throughout the country including:

- ***Afzal v. BMW of North America, LLC*, (D.N.J.)** (class action on behalf of purchasers and lessees of BMW M3 vehicles with S65 engines containing an alleged rotating assembly defect resulting in engine failure);
- ***Ajose v. Interline Brands, Inc.*, (M.D. Tenn.)** ($16.5 million nationwide class action settlement on behalf of purchasers of defective toilet connectors);
- ***Bang v. BMW of North America, LLC*, (D.N.J.)** (class action settlement on behalf of hundreds of thousands of purchasers and lessees of certain BMW vehicles with N63 engines containing alleged oil consumption defect);
- ***Bromley v. SXSW LLC*, (W.D. Tex.)** (class action settlement related to ticket purchases for 2020 festival cancelled by the COVID-19 pandemic);
- ***Brown v. Hyundai Motor Am.*, (D.N.J.)** (class action settlement related to defect that caused premature engine failure in approximately 1 million Hyundai vehicles);
- ***In re Checking Account Overdraft Litig.*, (S.D. Fla.)** (class action resulting in a $55 million settlement with US Bank; $14.5 million settlement with Comerica);
- ***Cole v. NIBCO, Inc.*, (D.N.J.)** ($43.5 million class action settlement related to defect in PEX products that made them prone to leaking and causing substantial property damage);
- ***Davitt v. Honda North America, Inc.*, (D.N.J.)** (class action settlement on behalf of hundreds of thousands of purchasers and lessees of Honda CR-V vehicles with alleged defective door lock actuators);
- ***Desio et al. v. Insinkerator et al.* (E.D. WA)** ($3.8 million class action settlement on behalf of homeowners who purchased defective water filters);
- ***Fath v. American Honda Motor Co.*, (D. Minn)** (class action settlement related to defect that caused vehicles to experience fuel dilution and eventually engine failure);

- *Guill, Jr. v. Alliance Resource Partners, L.P.,* (S.D. Ill) (WARN Act class action on behalf of 200 coal miners);
- *Hartley v. Sig Sauer, Inc.,* (W.D. Mo.) (class action settlement related to pistols that suffered from defect which made them susceptible to firing out-of-battery);
- *Henderson v. Volvo Cars of North America LLC*, (D.N.J.) (class action nationwide settlement on behalf of 90,000 purchasers and lessees of Volvo vehicles with defective GM4T65 automatic transmissions);
- *In re: Hyundai and Kia Engine Litig.,* (C.D. Cal.) (class action settlement valued at $892 million related to defect that caused catastrophic engine failure in approximately 4 million Hyundai and Kia vehicles);
- *International Brotherhood of Electrical Workers Local 98 Pension Fund v Encore*, (San Diego, CA) (shareholder derivative settlement implemented industry-leading reforms to its risk management and corporate governance practices, including creating Chief Risk Officer and Chief Compliance Officer positions, various compliance committees, and procedures for consumer complaint monitoring);
- *Jackson v. Viking Group, Inc.,* (D. Md.) (class action settlement valued between $30.45 million and $50.75 million on behalf of owners of defective sprinklers that suffered from non-fire activations);
- *Klug v. Watts Regulatory Co.*, and *Ponzo v. Watts Regulatory Co.,* (D. Neb.) ($14 million settlement on behalf of homeowners with defective toilet connectors and water heater connectors manufactured by Watts);
- *Lax v. Toyota Motor Corporation,* (N.D. Cal.) (class action on behalf of hundreds of thousands of purchasers and lessees of certain Toyota vehicles with alleged oil consumption defect);
- *McCoy v. North State Aviation*, (M.D.NC) ($1.5 million settlement on behalf of hundreds of former employees for Worker Adjustment and Retraining Notification (WARN) violations when they were fired without notice);
- *Mendoza v. Hyundai Motor America, Inc.*, (N.D. Cal.) (class action on behalf of hundreds of thousands of purchasers and lessees of certain Hyundai Sonata vehicles with alleged connecting rod bearing defect resulting in engine failure);

- ***Neale v. Volvo Cars of North America LLC*, (D.N.J.)** (certified class action on behalf of hundreds of thousands of purchasers and lessees of certain Volvo vehicles with alleged defective sunroof water drainage systems);
- ***In re: Outer Banks Power Outage Litigation, (E.D.N.C.)*** ($10.3 million settlement on behalf of businesses impacted by massive power outage and evacuation cause by a bridge builder);
- ***Physicians of Winter Haven v. Steris Corp.*, (N.D. Ohio)** ($20 million class action settlement on behalf of surgical centers to recoup out-of-pocket expenses related to recalled medical device);
- ***Rangel v. Cardell Cabinetry, LLC*, (W.D. Tex.)** ($800,000 settlement on behalf of hundreds of former employees of a Texas cabinetry maker for Worker Adjustment and Retraining Notification (WARN) violations when they were fired without notice);
- ***Rivera v. Ford Motor Company*, (E.D. Mich.)** (class action on behalf of hundreds of thousands of purchasers and lessees of certain Ford Focus vehicles with alleged defective Evaporative Emission Control (EVAP) systems causing sudden and unexpected engine stalling);
- ***Smith v. Gaiam*, (D. Colo.)** ($10 million consumer class action settlement, which provided full relief to the class);
- ***In re Stericycle Inc., Sterisafe Contract Litigation*, (N.D. Ill.)** ($295 million class action settlement on behalf of medical waste disposal customers of Stericycle regarding alleged automated price increases in violation of contractual terms);
- ***Tolmasoff v. General Motors*, (E.D. MI.)** ($6 million nationwide class action settlement on behalf of purchasers and lessees alleging overstated MPG);
- ***Traxler v. PPG Industries, Inc.*, (N.D. Ohio)** ($6.5 million class action settlement on behalf of homeowners who purchased and used defective deck stain);
- ***In re: USC Student Health Center Litig.*, (C.D. Cal.)** ($215 million class action settlement on behalf of female patients of Dr. George Tyndall, a gynecologist at the University of Southern California accused of sexually assaulting students since the 1990s);

- *Wallis v. Kia Motors America, Inc.*, (N.D. Cal.) (class action on behalf of hundreds of thousands of purchasers and lessees of certain Kia vehicles with alleged connecting rod bearing defect resulting in engine failure);
- *Whalen v. Ford Motor Co.*, (N.D. Cal.) (class action on behalf of hundreds of thousands of purchasers and lessees of certain Ford and Lincoln vehicles with alleged defective MyFord Touch infotainment systems);
- *Yaeger v. Subaru of America, Inc.*, (D.N.J.) (class action on behalf of hundreds of thousands of purchasers and lessees of certain Subaru vehicles with alleged oil consumption defect).

Gretchen Freeman Cappio (*pro hac vice*)
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Settlement Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

In re: Hyundai and Kia Engine Litigation II

Case No. 8:18-cv-02223-JLS-JDE

Related Cases:
8:17-cv-00838-JLS-JDE
8:21-cv-01057-JLS-JDE
8:21-cv-00379-JLS-JDE
8:21-cv-00854-JLS-JDE

DECLARATION OF GRETCHEN FREEMAN CAPPIO IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: November 18, 2022
Time: 10:30 a.m.
Hon. Josephine L. Staton
Courtroom: 8A

I, Gretchen Freeman Cappio, hereby declare as follows:

1. I am a partner at Keller Rohrback L.L.P. and have been appointed by this Court as Settlement Counsel for the Plaintiffs in the above-captioned case. I am a member in good standing of the state bars of Washington and Michigan and admitted *pro hac vice* in this matter. I have personal knowledge of the matters stated below. If called as a witness, I could competently testify about the substance of this declaration under oath based upon my own personal knowledge.

2. As our firm résumé (attached hereto as Exhibit 1) shows, Keller Rohrback's Complex Litigation practice group has spent over 35 years fighting corporate abuse and pursuing litigation on behalf of consumers, whistleblowers, government entities, small businesses, institutional investors, and employees in many of the major class action cases litigated in the United States. The firm prides itself on serving the public interest by taking on cases that make a tangible difference in our communities. To date, Keller Rohrback has recovered over $49 billion on behalf of our clients. The Complex Litigation Group also has a depth and breadth of experience leading large and complex class actions in practice areas including consumer protection, antitrust, environmental litigation, data privacy, public health, mass torts, employment law, and retirement security. With 70 attorneys and 85 staff members located in Washington, Arizona, California, Oregon, Montana, and New York, Keller Rohrback is a full-service law firm with a nationwide practice. The Complex Litigation Group has the unique ability to call upon attorneys who concentrate on business and commercial law, financial products and services, bankruptcy and financial restructuring, and insurance coverage litigation.

3. Keller Rohrback's experience and ability in managing class actions has been recognized in numerous published opinions. *See, e.g., In re WorldCom, Inc. ERISA Litig.*, No. 02-4816, 2004 WL 2338151, at *10 (S.D.N.Y. Oct. 18, 2004) ("Lead Counsel [Keller Rohrback] has performed an important public service in this

action and has done so efficiently and with integrity. It has cooperated completely and in novel ways with Lead Counsel for the Securities Litigation, and in doing so all of them have worked to reduce legal expenses and maximize recovery for class members.").

4. I am an experienced leader in large-scale, multidistrict complex class action litigation. In consumer class actions against large automotive companies, I have collaborated with my Keller Rohrback partners and other members of the court-appointed plaintiffs' leadership teams to successfully litigate the diesel fraud cases *In re Volkswagen,* MDL No. 2672 (N.D. Cal.) and *In re Chrysler-Dodge-Jeep EcoDiesel,* MDL No. 2777 (N.D. Cal.). In the multi-billion-dollar *Volkswagen* class action, I was selected by Lead Counsel to serve on the Plaintiffs' settlement negotiation team, and I was selected to serve in the same capacity in *EcoDiesel*. I also played a significant role in achieving and administering the resulting landmark settlements on behalf of consumers, and performed integral work in discovery, briefing, negotiation, and settlement administration. I currently serve on the Plaintiffs' Steering Committees in two other significant automotive class actions: *In re ZF-TRW Airbag Control Units Prods. Liab. Litig.,* MDL No. 2905 (C.D. Cal.), concerning defective airbag control units in 12.3 million automobiles from six major automakers, and *Speerly et al. v. General Motors LLC,* No. 19-cv-11044 (E.D. Mich.), concerning defective transmissions in millions of GM vehicles. I also direct the Keller Rohrback team appointed Co-Lead counsel in *In re Chevrolet Bolt EV Battery Litig.,* No. 2:20-cv-13256 (E.D. Mich.), a class action concerning serious safety defects related to lithium-ion batteries in Chevrolet Bolt electric vehicles.

5. Other recent complex and class action cases in which I have served in a leadership capacity include:

a. *Jabbari v. Wells Fargo*, No. 15-02159 (N.D. Cal.). Together with several Keller Rohrback colleagues, I was appointed class counsel in this nationally

prominent class action stemming from the Wells Fargo unauthorized account scandal. Judge Chhabria approved a class settlement that created a $142 million non-reversionary fund, with an uncapped guarantee by Wells Fargo to supplement the Fund in the event it was depleted before all claims were paid, as well as first-of-its-kind credit impact damages that compensated class members for increased borrowing costs due to credit damage caused by Wells Fargo's conduct. The Ninth Circuit affirmed the settlement and class certification in July 2020.

b. *In re: National Prescription Opiate Litig.*, MDL No. 2084 (N.D. Ohio). Keller Rohrback represents over 70 cities, counties, and tribes in this important and complex litigation against opioid manufacturers, distributors, and pharmacies alleged to have caused the opioid epidemic. In the Opioid MDL, I serve as the lead client contact for the fourth largest county in the country, and was a chief negotiator of the allocation agreement for millions of dollars in opioid settlement funds, signed by the state, all counties, and all cities and towns in Arizona. I have played a similar role in other statewide negotiations, including in Colorado.

c. *In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices, and Antitrust Litigation,* MDL 2785 (D. Kan.). In this significant class action in which Keller Rohrback's Managing Partner Lynn Sarko served as Co-Lead Counsel, I co-led the firm's contributions to the coordination of counsel, including directing meetings of the Plaintiffs' Steering Committee and major briefing and discovery efforts, resulting in the certification of a nationwide class of consumers and third-party payors. In addition to helping lead the successful litigation efforts in this multidistrict litigation through class certification and summary judgment, I helped negotiate the recent $345

million settlement with Pfizer, and the $264 million settlement with Mylan, both of which have been granted final approval.

d. *Ethan Ryder et al. v. Wells Fargo Bank, N.A.*, 1:19-cv-638-TSB (S.D. Ohio). Judge Black appointed me co-lead Class Counsel in this putative class action on behalf of consumers who were wrongfully denied mortgage modifications. The $12 million settlement on behalf of 1,830 class members was granted final approval in early 2022. It provides for cash payments from between $1,000 and $19,000 that are automatically sent to eligible class members, without the need to file a claim form.

e. *In re Blackbaud, Inc., Customer Data Sec. Breach Litig.*, MDL No. 2972 (D.S.C.). I was appointed by Judge Childs to chair the Plaintiffs' Steering Committee in this class action in which plaintiffs seek to hold Blackbaud accountable for failing to implement and maintain reasonable security procedures and practices to protect millions of individuals' and businesses' private information against unauthorized access by third parties.

6. On March 4, 2019, after an investigation, my firm filed proposed nationwide class action *Short et al. v. Hyundai Motor Company, et al.*, No. 2:19-cv-00318-JLR (W.D. Wash.), on behalf of Plaintiff Linda Short and other named plaintiffs. After consolidation with *Snider et al. v. Hyundai Motor America, et al.*, No. 2:19-cv-00371/3:19-cv-05193-JLR (W.D. Wash.), and with the able assistance of experienced co-counsel at the highly regarded firms of Bailey Glasser LLP and Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., we filed an amended complaint on May 4, 2020 on behalf of Plaintiffs Short, James Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith.

7. Before filing the *Short* and *Snider* complaints, my firm and I devoted substantial time to investigating the underlying facts and developing the factual and

legal allegations, including reviewing publicly available technical information and NHTSA complaints from drivers of the class vehicles, communicating with numerous class members, inspecting allegedly defective vehicles, obtaining technical service documents related to allegedly inadequate recalls and repairs, and consulting with automotive experts.

8. Between 2019 and 2021, the *Short* case was litigated extensively. In September 2019 and June 2020, Hyundai and Kia filed two successive rounds of motions to dismiss Plaintiffs' allegations concerning Gamma GDI, Nu GDI, and Theta II MPI engines. With our co-counsel, my firm opposed these motions, and following these two rounds of extensive briefing, the majority of Plaintiffs' claims survived. We thereafter conducted significant discovery and expert work to establish the nature of the defect and prove Plaintiffs' claims. Throughout late 2020 and much of 2021, we engaged with Defendants in active discovery and worked with automotive engineering and economic experts. We obtained several voluminous productions of documents and data from Hyundai and Kia as a result of hard-fought but collegial negotiations concerning the scope of discovery, search terms to facilitate locating and producing data and documents, and protocols for the production and treatment of electronically stored information.

9. In the interest of litigating the case as efficiently as possible, we first prioritized technical documents and warranty data in order to establish the nature of the defect and that it was common to the putative class of vehicles. These efforts led to Hyundai and Kia's production of thousands of pages of technical and engineering documents including design, testing, and service bulletin information, as well as detailed data on tens of thousands of repairs and warranty claims, including diagnostic information and comments from the technicians who worked on class members' vehicles. My firm and our experts reviewed and analyzed this information in considerable detail in order to prove plaintiffs' claims, assess the defect and potential

remedies, and support class certification. Engineering and economic experts provided counsel with detailed reports based on this discovery. Between April and June 2021, we prepared and exchanged with Defendants lengthy and detailed technical and economic expert reports in support of and in opposition to class certification. In preparation for further discovery and expert work on the merits, we also worked with a consultant to tear down and analyze a Gamma engine.

10. On June 15, 2021, we filed the proposed nationwide class action *Buettner v. Hyundai Motor America, Inc. et al.*, No. 8:21-cv-01057-JLS-JDE (C.D. Cal.), on behalf of plaintiff Robert Buettner. Like *Short*, *Buettner* alleged that Defendants' flawed design and manufacturing led to the production and sale of Hyundai and Kia class vehicles with defective engines that could result in sudden engine failures and fires.

11. During the summer of 2021, Hyundai and Kia noticed and took the depositions of each of the plaintiffs in *Short* (with the exception of the married DiPardos, for whom they deposed only Mr. DiPardo). My firm and/or our co-counsel at Bailey Glasser and Beasley Allen prepared for and defended each of these depositions. On July 22, 2021, we filed a stipulation in which we informed the *Short* court that the parties were engaged in discussions regarding potential resolution of the action, and set a schedule for class certification briefing and depositions of the experts. Discovery in the *Short* case continued, as that same week, Hyundai and Kia scheduled and took the depositions of four of the *Short* plaintiffs, including two on the 22nd and one on the 23rd.

12. Shortly thereafter, the parties agreed to stay the *Short* litigation to facilitate classwide settlement negotiations. On September 8, 2021, our *Buettner* case was consolidated with the proposed nationwide class actions filed by Interim co-Lead Counsel alleging the same engine defect. In the consolidated case, styled *In re: Hyundai and Kia Engine Litig. II* ("*Engine II*"), the Court appointed Steve Berman of

Hagens Berman Sobol Shapiro LLP and Matthew D. Schelkopf of Sauder Schelkopf LLC as Interim co-Lead Counsel, and me as Settlement Counsel for the putative class. After it was transferred to this Court, the *Short* case was also consolidated with *Engine II*. Together with Co-Lead Counsel, we filed a consolidated class action complaint and an amended consolidated class action complaint on November 8, 2021, and September 13, 2022, respectively. (*Engine II*, ECF Nos. 57, 72.)

13. I worked with Co-Lead Counsel and their firms to jointly negotiate a classwide settlement with Defendants, to assess the defect and the scope of the class, and to keep abreast of NHTSA actions and consumer complaints. Meanwhile, my firm continued to receive and respond to numerous contacts from putative class members concerning the defect and their vehicles. The discovery and expert reports we obtained in the *Short* litigation was of significant benefit to these efforts.

14. In February 2022, the parties participated in a mediation before the Honorable Edward Infante (Ret.) of JAMS. At the mediation, the parties agreed on an overall settlement structure, and subsequently continued to correspond and negotiate to reach the final terms reflected in the August 29, 2022 Settlement Agreement that is filed alongside this Motion. These negotiations were adversarial and were conducted at arms' length.

15. Based on my personal and extensive experience with similar automotive class actions, I believe that the terms of the Settlement are fair, adequate, and reasonable, and that it is in the best interests of current and former Hyundai and Kia vehicle owners and lessees, as they will receive substantial benefits and avoid the risks, uncertainty, and delay that is inherent in any litigation. I base these conclusions both on my professional experience and on the information that I have learned regarding the strengths and weaknesses of the parties' respective claims, defenses, and the evidence produced thus far in discovery. While the information we have obtained so far was sufficient to make an informed decision on settlement on behalf of the

class, the ongoing confirmatory discovery provided by the Settlement Agreement—which the parties have already begun—will allow us to further ensure that the Settlement is fair, adequate, and reasonable.

16. None of the Plaintiffs nor I and my firm have any conflicts of interest with other Class members. We have pursued this action for more than three years, through motion practice and discovery, and, with Co-Lead Counsel, negotiated the proposed Settlement Agreement with the assistance of a respected mediator. Along the way, we have collectively dedicated thousands of hours to the prosecution of these claims and incurred significant expenses in pursuit of relief for the class.

17. These negotiations and the terms of the proposed settlement also do not create or reflect any conflict of interest regarding attorneys' fees, costs, or class representative service awards. While Defendants have agreed they will separately pay these items to avoid reducing the settlement value available to Class members, there is no clear sailing provision in the proposed Settlement. We began negotiating fees and costs with Defendants after we reached agreement on the material terms of the Settlement, but the parties have not agreed on these amounts. The parties have only agreed that Class representatives that were deposed will receive $5,000, while Class representatives that were not deposed will receive $3,000. Co-Lead Counsel and Settlement Counsel will jointly move for an award of reasonable attorneys' fees, costs, and the agreed-upon service awards, and Defendants may oppose this at their discretion. Any fees, costs, or service awards will ultimately by decided and approved by this Court.

18. In addition to being deposed by Hyundai and Kia, the *Short* plaintiffs (Linda Short, James Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith) kept abreast of the litigation progress, promptly provided information for the various pleadings, actively participated in the preparation of

discovery responses on their behalf, and searched for and produced documents in response to Defendants' document requests. Plaintiff Robert Buettner has similarly made himself available for regular communication about the litigation, kept up to date on its progress, and provided information for the pleadings.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 26th day of September, 2022, at Seattle, Washington.

KELLER ROHRBACK L.L.P.

By *s/ Gretchen Freeman Cappio*
Gretchen Freeman Cappio

EXHIBIT 1

KELLER ROHRBACK
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COMPLEX LITIGATION

ABOUT KELLER ROHRBACK

Devoted to Justice

"[Keller Rohrback] has performed an important public service in this action and has done so efficiently and with integrity . . . [Keller Rohrback] has also worked creatively and diligently to obtain a settlement from WorldCom in the context of complex and difficult legal questions."
In re WorldCom, Inc. ERISA Litig., No. 02-4816, 2004 WL 2338151, at *10 (S.D.N.Y. Oct. 18, 2004)(Cote, J.)

Keller Rohrback's lawyers excel by being prepared and persuasive. It's a simple formula that combines our strengths: outstanding writing and courtroom skill, together with unparalleled passion and integrity. We have recovered billions of dollars for our clients and have served as lead counsel in many prominent cases, including numerous financial crisis cases against Wall Street banks and mortgage originators. Our lawyers are recognized as leaders in their fields who have dedicated their careers to combating corporate fraud and misconduct. We have the talent as well as the financial resources to litigate against Fortune 500 companies—and do so every day.





Who We Are

Keller Rohrback's Complex Litigation Group has a national reputation as the go-to plaintiffs' firm for large-scale, complex individual and class action cases. We represent public and private investors, businesses, governments and individuals in a wide range of actions, including securities fraud, fiduciary breach, antitrust, insurance coverage , whistleblower, environmental and product liability cases. Our approach is straightforward—we represent clients who have been harmed by conduct that is wrong, and we litigate with passion and integrity to obtain the best results possible. Every case is different, but we win for the same reason: we are persuasive. When you hire us, you hire smart, creative lawyers who are skilled in court and in negotiations.

Founded in 1919, Keller Rohrback's nearly 70 attorneys and about 100 staff members are based in six offices across the country in Seattle, Missoula, New York, Oakland, Phoenix, Portland, and Santa Barbara. Over the past century, our firm has built a distinguished reputation by providing top-notch representation. We offer exceptional service and a comprehensive understanding of federal and state law nationwide. We also are well known for our abilities to collaborate with co-counsel and to work together to achieve outstanding results—essential skills in large-scale cases in which several firms represent the plaintiffs. We pride ourselves on our reputation for working smartly with opposing counsel, and we are comfortable and experienced in coordinating high-stakes cases with simultaneous state and federal government investigations. Keller Rohrback attorneys earn the respect of our colleagues and our opponents through our deft handling of the array of complex issues and obstacles our clients face.

ABOUT KELLER ROHRBACK

What We Do

Keller Rohrback's Complex Litigation Group represents plaintiffs in large-scale cases involving corporate wrongdoing. We litigate against companies that pollute, commit fraud, fix prices and take advantage of consumers, employees, and investors. We are passionate advocates for justice. In addition, the Complex Litigation Group regularly calls on attorneys in the firm's other practice areas for expertise in areas such as bankruptcy, constitutional law, corporate transactions, financial institutions, insurance coverage and intellectual property. Our group's access to these in-house resources distinguishes Keller Rohrback from other plaintiffs' class action firms and contributes to the firm's success. We also have a history of working with legal counsel from other countries to vigorously pursue legal remedies on behalf of clients around the globe.

We have won verdicts in state and federal courts throughout the nation and have obtained judgments and settlements on behalf of clients nearing $50 billion. Courts around the country have praised our work, and we are regularly appointed lead counsel in nationally prominent class action cases. Our work has had far-reaching impacts for our clients in a variety of settings and industries, creating a better, more accountable society.

Whom We Serve

We represent individuals, institutions, and government agencies. The common denominators of our clients is a desire to see justice done—and to be represented by attorneys who practice law with integrity, honesty, and devotion to serving our clients' interests.



"Despite substantial obstacles to recovery, Keller Rohrback L.L.P. was willing to undertake the significant risks presented by this case . . . Class Counsel achieved real and substantial benefits for members of the Class. [Their] extensive prior experience in complex class action securities litigation . . . enabled the Class to analyze and achieve this excellent result." Order at 2, *Getty v. Harmon* (*SunAmerica Sec. Litig*),No. 98-178 (W.D. Wash. Sept. 20, 1999)(Dwyer, J.)

AUTOMOTIVE LITIGATION

ATTORNEYS

Lynn Lincoln Sarko
Gretchen Freeman Cappio
Derek Loeser
Alison Chase
Felicia Craick
Adele Daniel
Zack Gussin
Ryan McDevitt
Sydney Read
Gabe Verdugo
Emma Wright

Keller Rohrback is renowned for its success in representing consumers in high-stakes, complex litigation involving automotive defects and misrepresentations. Courts regularly appoint our nationally recognized attorneys to plaintiffs' leadership teams for automotive class actions, including numerous actions consolidated in multidistrict litigation. These cases reflect our firm's ongoing commitment to ensuring the safety of drivers, passengers, their vehicles, and the environment.

REPRESENTATIVE CASES

In re Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prods. Liab. Litig.,MDL No. 2672 (N.D. Cal.)

Keller Rohrback filed the first multi-Plaintiff complaint against Volkswagen on September 20, 2015, two days after the defeat device scheme came to light. Keller Rohrback represented consumers nationwide who alleged they were damaged by Volkswagen's fraudulent use of an emissions "defeat device" in over 500,000 vehicles in the United States. Keller Rohrback Managing Partner Lynn Sarko served on the Plaintiffs' Steering Committee for this national litigation. Lynn Sarko and partner Gretchen Freeman Cappio served on the negotiating team for the $15 billion class action settlement for 2.0-liter vehicles, the largest auto-related consumer class action in U.S history. Keller Rohrback played a similar role in reaching and implementing similar settlements with Volkswagen and Bosch regarding approximately 100,000 3-liter vehicles.

In re Chrysler-Dodge-Jeep EcoDiesel Mktg., Sales Pracs., & Prods. Liab. Litig., MDL No. 2777 (N.D. Cal.)

From the outset, Keller Rohrback played a major role in this multidistrict litigation, representing consumers nationwide who alleged that Fiat Chrysler used an emissions defeat device in over 100,000 Ram 1500 and Jeep Grand Cherokee diesel trucks and SUVs. Keller Rohrback Managing Partner Lynn Sarko was appointed by the Court to the Plaintiffs' Steering Committee leading this case, and Keller Rohrback attorneys took an active role in discovery and served on the negotiating

In re ZF-TRW Airbag Control Units Prods. Liab. Litig., MDL No. 2905 (C.D. Cal.)

Gretchen Freeman Cappio is a member of the Plaintiffs' Steering Committee ("PSC"). In her work on the PSC, Gretchen has directed briefing efforts on cutting edge legal issues and steers plaintiffs' global strategy. Plaintiffs' allegations against auto parts supplier ZF-TRW and automakers Fiat Chrysler Automobiles/Stellantis, Kia, Hyundai, Toyota, Honda, and Mitsubishi relate to defective airbag control units in 12.3 million vehicles that may cause airbags to fail to inflate in the event of a crash.

Won v. General Motors, LLC, No. 19-11044 (E.D. Mich.)

Gretchen Freeman Cappio was recently appointed to the Plaintiffs' Steering Committee in the General Motors ("GM") transmission litigation and expects to play a major role in the case. In this putative class action, Plaintiffs allege that transmission defects in GM, Chevrolet, and Cadillac vehicles sold as early as 2014 can cause unsafe conditions that GM failed to disclose or repair despite longstanding knowledge and numerous attempts.

REPRESENTATIVE CASES continued

In re Hyundai and Kia Engine Litig. II, No. 18-02223 (C.D. Cal.)

Gretchen Freeman Cappio was appointed as settlement counsel by the court in consolidated litigation against automakers Hyundai and Kia and their American subsidiaries. The litigation arises out of Hyundai's and Kia's failure to disclose or timely remedy several serious design and manufacturing defects that can cause engines to suddenly stall or burst into flames while driving.

In re Cheverolet Bolt EV Battery Litig., No. 20-13256 (E.D. Mich.)

Judge Berg appointed Keller Rohrback Co-Lead Counsel in the consolidated Chevrolet Bolt defective battery litigation. Plaintiffs allege that General Motors failed to disclose dangerous battery defects that led to an increased risk of catastrophic fires and diminished battery function. The litigation is on-going.

Stringer et al. v. Nissan North Am. Inc., No. 21-99 (M.D. Tenn.)

Ryan McDevitt served on the court-appointed Executive Committee that achieved a settlement valued at over $300 million for consumers in litigation concerning defective transmissions in Nissan and Infiniti vehicles, Stringer et al. v. Nissan North Am., Inc., No. 21-99 (M.D. Tenn.)

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LYNN LINCOLN SARKO

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PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Appeals
- Class Actions
- Constitutional Law
- Commodities & Futures Contracts
- Consumer Protection
- Data Privacy Litigation
- Employment Law
- Environmental Litigation
- Employee Benefits & Retirement Security
- Financial Products & Services
- Government & Municipalities
- Institutional Investors
- Intellectual Property
- International Law
- Mass Personal Injury
- Securities & Financial Fraud
- Whistleblower

Managing Partner Lynn Sarko uses thoughtful innovation to solve complex issues. Having led Keller Rohrback L.L.P.'s Complex Litigation Group since its inception over 30 years ago, Lynn's work has led to new developments in case law and significant, impactful settlements for his clients.

A dynamic leader with a tenacious dedication to justice, Lynn has been selected by courts across the nation to serve in key leadership roles in a wide variety of cutting-edge cases. Namely, he was appointed Co-Lead counsel for *In re EpiPen (Epinephrine Injection, USP) Mktg., Sales Practices & Antitrust Litigation,* MDL No. 2785 (D. Kan.), the nationwide class action against pharmaceutical company Mylan and others for anticompetitive and unfair business practices in its sale and marketing of the EpiPen Auto-Injector device. He was also selected to serve in a leadership position on behalf of governmental entities and other plaintiffs in the vast litigation regarding the nationwide prescription opioid epidemic, *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The National Law Journal referred to this leadership team as a "'Who's Who' in mass torts."

Some of Lynn's other remarkable successes include consumer protection cases aimed at holding automotive companies accountable for wrongdoing. One such case was *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.), for which Lynn was appointed to the Plaintiffs' Steering Committee—a group referred to as a "class action dream team." The case settled for over $17 billion. Lynn was also appointed to the Plaintiffs' Steering Committee for *In re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2777 (N.D. Cal.), which settled for $307.5 million, including required emissions modifications for 100,000 eligible vehicles. In addition to consumer protection cases, Lynn has also served in leadership positions for cases involving financial fraud and breaches of fiduciary duty. He was selected to lead teams of attorneys representing plaintiffs in the litigations against Enron, Worldcom, and Madoff—three of the biggest financial frauds of our time.

Lynn is widely renowned within the legal community and beyond for his diplomacy and fearless devotion to justice. He was a member of the legal team nominated for the 2016 Nobel Peace Prize for seeking enforcement of the Nuclear Non-Proliferation Treaty on behalf of the Republic of the Marshall Islands. He was also honored to receive the Trial Lawyers for Public Justice Trial Lawyer of the Year Award for his work on the Exxon Valdez Oil Spill trial team, and he was one of four Washington lawyers recognized as one of the 500 "Leading Lawyers in America" by Lawdragon. He is also AV-rated by Martindale-Hubbell and has been consecutively named to the Washington Super Lawyers list for 21 years.

Lynn holds a BBA and an MBA in accounting and finance from the University of Wisconsin, where he also served as an accounting instructor. He graduated with his J.D. from the University of Wisconsin Law school, where he was Editor-

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in-Chief of the Wisconsin Law Review and received the faculty award given to the most outstanding member of the graduating class.

Prior to joining Keller Rohrback, Lynn was an Assistant United States Attorney for the District of Columbia, Criminal Division, an associate at the Washington D.C office of Arnold & Porter, and law clerk to the Honorable Jerome Farris, United States Court of Appeals for the Ninth Circuit, in Seattle.

EDUCATION

University of Wisconsin

B.B.A., 1977

University of Wisconsin

M.B.A., 1978, *Beta Alpha Psi*

University of Wisconsin

J.D., 1981, *Order of the Coif*; Editor-in-Chief, *Wisconsin Law Review;* Salmon Dalberg Award (outstanding graduate)

BAR & COURT ADMISSIONS

1981, Wisconsin

1981, U.S. Court of Appeals for the Ninth Circuit

1983, District of Columbia Court of Appeals

1984, District of Columbia

1984, U.S. District Court for the District of Columbia

1984, United States Supreme Court

1984, U.S. Court of Appeals for the Seventh Circuit

1984, U.S. Court of Appeals for the Fourth Circuit

1984, U.S. Court of Appeals for the Tenth Circuit

1984, U.S. Tax Court

1986, Washington

1986, U.S. District Court for the Western District of Washington

1988, U.S. District Court for the Eastern District of Wisconsin

1989, U.S. District Court for the Eastern District of Washington

1996, U.S. District Court for the Western District of Wisconsin

1997, U.S. District Court for the District of Colorado

2001, U.S. Court of Appeals for the Third Circuit

2002, U.S. District Court for the Eastern District of Michigan

2003, U.S. Court of Appeals for the Fifth Circuit

2003, U.S. Court of Appeals for the Eleventh Circuit

2004, U.S. District Court for the Northern District of Illinois

2008, U.S. Court of Appeals for the Eighth Circuit

2009, U.S. Court of Appeals for the Sixth Circuit

2010, U.S. District Court for North Dakota

2013, U.S. Court of Appeals for the Second Circuit

2016, U.S. District Court for the Central District of Illinois

2016, U.S. District Court for the Southern District of Illinois

2018, U.S. Court of Appeals for the First Circuit

2019, Arizona

HONORS & AWARDS

Selected to Super Lawyers list in *Super Lawyers - Washington*, 1999-2022

National Trial Lawyers: Top 100 Civil Plaintiff Trial Lawyers in Washington

Lawdragon, 500 Leading Lawyers in America, 2018 and 2022

Fellow of the American Bar Foundation

Avvo Top Tax Lawyer, Washington CEO Magazine

Trial Lawyer of the Year, Trial Lawyers for Public Justice

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Salmon Dalberg Award

PROFESSIONAL & CIVIC INVOLVEMENT

American Bar Association, *Member*

Bar Association of The District of Columbia, *Member*

Federal Bar Association, *Member*

King County Bar Association, *Member*

State Bar of Wisconsin, *Member*

Trial Lawyers for Public Justice, *Member*

Washington State Bar Association, *Member*

Washington State Trial Lawyers Association, *Member*

American Association for Justice, *Member*

The Association of Trial Lawyers of America, *Member*

American Academy of Trial Counsel, *Fellow*

Editorial Board, *Washington State Securities Law Deskbook*

Fellow, American Bar Foundation

Human Rights Watch Committee

Washington Athletic Club, *Member*

SELECTED PUBLICATIONS & PRESENTATIONS

Presenter, Colorado County Attorneys Association Virtual Summer Conference, Statewide Opioid Litigation Update, June 11, 2021.

Thomson/West Webinar, "Stock Drop and Roll: Key Supreme Court Rulings and New Standards in ERISA 'Stock Drop' Cases," July 24, 2014

14th Annual Pension Law, Governance and Solvency Conference, 2013

Canadian Institute's 14th Annual Advanced Forum on Pension Law, Governance and Solvency, 2013

ERISA Litigation & Regulatory Compliance Congress, 2013

American Conference Institute's 6th National Forum on ERISA Litigation, 2013

25th Annual ERISA Litigation Conference, 2012

American Conference Institute's 5th National Forum on ERISA Litigation, 2012

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GRETCHEN FREEMAN CAPPIO

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gcappio@kellerrohrback.com

PRACTICE EMPHASIS

- Consumer Protection
- Data Privacy Litigation
- Employee Benefits & Retirement Security
- Employment Law
- Environmental Litigation
- Governments & Municipalities
- Financial Products & Services
- Mass Personal Injury
- Whistleblower

EDUCATION

Dartmouth College

B.A., *magna cum laude*, 1995, Religion, Environmental Studies Certificate, Phi Beta Kappa

University of Washington School of Law

J.D., 1999, Executive Comments Editor, Pacific Rim Law & Policy Journal, 1998-1999

Gretchen Freeman Cappio leverages the power of litigation to make people's lives better.

With a passion for strategic advocacy that achieves meaningful change, Gretchen represents clients in many well-known consumer protection, public health, environmental, and data privacy cases. Remaining true to her southern roots, she brings civility and a sense of humor to her practice. Gretchen's colleagues at Keller Rohrback recognize her skill and natural ability to lead, electing her to the firm's six-member Executive Committee—the third woman elected in the firm's 100-plus-year history.

Gretchen has played a key role in many of Keller Rohrback's consumer protection and automotive cases, among others. In the multibillion-dollar *Volkswagen "Clean Diesel"* case, Gretchen served on the Plaintiffs' Settlement Team. During the rapid-fire negotiations, she drafted settlement documents and supervised notice in three separate, complex settlements. She also served as a member of the Plaintiffs' Settlement Team for *In re Chrysler-Dodge-Jeep EcoDiesel*, MDL 2777 (N.D. Cal.). In *Jabbari v. Wells Fargo & Co.*, No. 15-2159 (N.D. Cal.), where employees unlawfully took customers' data to set up unauthorized accounts, Keller Rohrback served as sole plaintiffs' counsel. Gretchen helped negotiate an innovative $142 million settlement.

Courts across the country have recognized Gretchen's leadership abilities. Recently, she was appointed to the Plaintiffs' Steering Committees in *In re: ZF-TRW Airbag Control Units Products Liability Litigation,* MDL 2905 (C.D. Cal.), a complex case against several auto manufacturers and parts suppliers regarding defective airbags, and *Won et al. v. General Motors, LLC, et al.*, No. 19-cv-11044 (E.D. Mich.), a class action concerning defective vehicle transmissions. Judge Childs also just appointed Gretchen Chair of the Plaintiffs' Steering Committee in *In re: Blackbaud, Inc., Customer Data Security Breach Litigation*, MDL 2972 (D.S.C.), in which plaintiffs seek to hold Blackbaud accountable for failing to implement and maintain reasonable security procedures and practices to protect individuals' and businesses' private information against unauthorized access by third parties.

Gretchen's advocacy extends to government clients in major public health cases. As part of the Keller Rohrback team working to hold opioid defendants accountable in the *Opioid* MDL, Gretchen serves as the lead client contact for the fourth largest county in the country, and was a chief negotiator of the One Arizona Memorandum of Understanding to allocate millions in opioid settlement funds, signed by the state, all counties, and nearly all of the 90 cities and towns in Arizona. Similarly, in *In re: EpiPen*, MDL 2785 (D. Kan.), in which Keller Rohrback's Managing Partner Lynn Sarko is Co-Lead Counsel, Gretchen leads the firm's contributions to the coordination of counsel, including directing PSC meetings, briefing and discovery, resulting in the

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certification of a nationwide class.

Gretchen's leadership and devotion to justice drive her legal work and personal time. In 2021, Gretchen was elected Board Chair of the Global Justice Center, a nonprofit promoting gender equality worldwide. She is also a founding board member of the Mother Attorneys Mentoring Association (MAMA), an organization supporting mothers in the legal profession, now with nine chapters across the United States.

BAR & COURT ADMISSIONS

1999, Washington

2000, U.S. District Court for the Western District of Washington

2008, U.S. Court of Appeals for the Eighth Circuit

2009, U.S. Court of Appeals for the Ninth Circuit

2009, U.S. Supreme Court

2011, U.S. District Court for the Eastern District of Washington

2011, U.S. Court of Appeals for the Sixth Circuit

2015, U.S. District Court for the Eastern District of Michigan

2020, Michigan

PROFESSIONAL & CIVIC INVOLVEMENT

Institute for Complex Litigation and Mass Claims at Emory University School of Law

Emerging Leaders Board of Advisors, *Inaugural Member*

Class Action Roundtable, *Reporter*

Global Justice Center, *Board Chair*

The Global Justice Center works worldwide and domestically with women's rights advocates, grassroots groups, and policymakers to prevent and respond to gender-based violence.

The William L. Dwyer American Inn of Court, *Member*

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, *Member*

Washington Women Lawyers, *Member*

Washington State Trial Lawyers Association, *Member*

American Association for Justice, *Member*

The National Trial Lawyers, *Member*

Mother Attorney Mentoring Association (MAMAS), *Member*; *Founding Board Member*, 2006-2008

HONORS & AWARDS

Listed as Lawdragon 500 Leading Lawyers in America 2022

Selected to Rising Stars and Super Lawyers lists in *Super Lawyers - Washington*, 2002, 2009-2012, 2020-2022

PUBLICATIONS & PRESENTATIONS

Emory Institute for Complex Litigation Conference on MDL Rules and Innovation, Miami (March 9-10, 2022).

Guest Lecturer at Seattle University School of Law, "MDL Mass Tort and Class Action Cases" (March 8, 2022).

Gretchen Freeman Cappio, "Mental Health on College Campuses Amid Covid," Letter to the Editor in The New York Times, January 4, 2022

Guest Lecturer at Seattle University School of Law, "Complex Litigation, MDL Experience, and Bellwether Trials" (September 23, 2021).

Presenter at Colorado County Attorneys Association Virtual Summer Conference, Statewide Opioid Litigation Update (June 11, 2021).

Guest Lecturer at Seattle University School of Law, "MDL Mechanics Q&A" (March 8, 2021).

Guest Lecturer at Stanford Law School, "From Takeoff to Landing: Litigating MDLs" (February 23, 2021).

Law Seminars International Presents: The 16th Annual Conference On Litigating Class Actions (November 12-13, 2020).

Presenter, Trials in Class Actions and Post-Trial Motions

Panelist, Settlement Strategies

Guest Lecturer at Stanford Law School, "From Takeoff to Landing: Litigating the MDL" (February 14, 2020).

Colorado Municipal League: Annual Seminar on Municipal Law (September 27-28, 2019).

Law Seminars International Presents: The 15th Annual Conference on Litigating Class Actions (May 9-10, 2019).

Presenter, Settlement Strategies

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PUBLICATIONS & PRESENTATIONS (CONT.)

Guest Lecturer at Stanford Law School, Multidistrict Litigation (February 22, 2019).

Presenter at ABA Section of Litigation, Discovery and Ethical "Rules of the Road" for Working with Expert Witnesses (July 19, 2018).

Presenter at Bristol Myers Squibb Panel, UC-Irvine, UC-Berkeley, & Emory University Schools of Law First Joint Coordination Conference at Berkeley (June 5, 2018).

Law Seminars International Presents: The 14th Annual Conference On Litigating Class Actions (May 10-11, 2018).

Presenter, Consumer Protection and the Opioid Crisis

Presenter, Corporate Fraud Against Consumers

Presenter, Settlement Strategies for Class Actions and Multidistrict Litigation.

Presenter at HarrisMartin's Plaintiff Opioid MDL Conference, "Causation and Science" (January 8, 2018).

Presenter at HarrisMartin MDL Conference, "Opioid, Equifax & Talcum Powder, Equifax Data Breach: What Happened? Who Was Impacted? What Are the Damages?" (November 29, 2017).

Presenter at National Consumer Law Center, "Effectively Persuading Your Judge," NCLC Consumer Class Action Symposium (November 18, 2017).

Presenter at Practising Law Institute 22nd Annual Consumer Financial Services Institute (2017).

Panelist at Law Seminars International – 13th Annual Conference on Litigating, "Settlement Strategies for Class Actions and Multidistrict Litigation" (April 28, 2017).

Panelist at EmoryLaw NextGen Conference and EmoryLaw Fed. Judicial Ctr. and JPML Program (December 14-16, 2016).

Panelist at HarrisMartin's MDL Conference, "Settlements in Mass Tort and Class Action Litigation" (July 27, 2016).

Panelist at American Association for Justice webinar, "Dissecting the U.S. Supreme Court Decision in Spokeo," Inc. v. Robins (May 26, 2016).

Panelist at Law Seminars International, "VW Diesel Emissions Litigation: A Case Study of the Interplay Between Government Regulatory Activity and Consumer Fraud Class Actions" (May 6, 2016).

Presenter at PLI Consumer Financial Services Institute 2016, "Data Security & Privacy Issues" (May 12, 2016).

Panelist at HarrisMartin Pharmaceutical and Environmental Mass Tort Litigation, Class Action and Data Breach Litigation (March 30, 2016).

Panelist at Bridgeport Consumer Class Action Litigation Conference, "Current State of the Law on Ascertainability and Standing" (January 8, 2016).

Panelist at HarrisMartin MDL Conference Volkswagen and Pharmaceutical Update: RICO and Additional Defendants (December 2, 2015).

Panelist at Bridgeport Volkswagen Class Action & MDL Seminar – Diesel Emissions Scandal (November 23, 2015).

Panelist at HarrisMartin Volkswagen Diesel Emissions Litigation Conference: RICO and Additional Defendants (October 27, 2015).

Panelist at Law Seminars International, The Eleventh Annual Comprehensive Conference on Class Actions, "Data Breaches: Cases at the Intersection of Class Actions and Internet Technology" (June 4, 2015).

Panelist at ABA Section of Dispute Resolution Meeting 17th Annual Spring Conference, "Solutions in Seattle: A View From the Trenches: What's Working and What's Not Working with Mediators" (April 16, 2015).

Presenter at HarrisMartin Data Breach Litigation Conference, "Coming of Age: The Differences between Employee and Consumer Cases" (March 25, 2015).

Presenter at Practising Law Institute, Managing Complex Litigation 2014: Class Actions; Mass Torts & MDL (October 21, 2014).

Presenter at Class Action Conference, "Recent Settlement Trends in Class Actions and Multidistrict Litigation: A Detailed Look at the Process for Settling and Administering Settlements" (June 13, 2014).

Presenter at Harris Martin's MDL Conference, "Target Data Security Breach Litigation: Recent Development, Issues in Data Breach Litigation" (March 26, 2014).

Presenter at Law Seminars International, Class Actions and Other Aggregate Litigation Seminar: Post-Certification Motion Issues in Class Actions (May 14, 2013).

Panelist at Chartis Security & Privacy Seminar (October 20, 2011).

Presenter at 20th Annual American Bar Association Tort Trial and Insurance Practice Section Spring CLE Meeting, "Toxic Torts: Toxins In Everyday Products" (April 1, 2011).

Gretchen Freeman Cappio, Erosion of Indigenous Right to Negotiate in Australia, 7 Pac. Rim L. & Pol'y J. 405 (1998).

KELLER ROHRBACK
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ALISON CHASE

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achase@kellerrohrback.com

PRACTICE EMPHASIS

- Class Actions
- Commercial Litigation
- Environmental Litigation
- International Law
- Securities

EDUCATION

Emory University

B.A., *magna cum laude*, 2000, Political Science and Philosophy, Phi Beta Kappa

Yale Law School

J.D., 2003; Editor, *Yale Law Journal*, Articles Editor, Yale Journal of International Law

Alison is a partner in Keller Rohrback's nationally-recognized Complex Litigation Group. Alison works tirelessly to hold corporations responsible for reckless and dangerous conduct that harms consumers and the public.

Alison is a key member of the team representing consumers affected by EpiPen price gouging, in the litigation *In re: EpiPen (Epinephrine Injection, USP) Mktg., Sales Practices, & Antitrust Litig.*, MDL 2785 (D. Kan.). She has taken a central role in this important case, which seeks redress for millions of EpiPen purchasers who have been forced to pay skyrocketing prices for this necessary and life-saving medication. Alison is particularly proud to represent parents of children suffering severe allergies, who have been affected by monopolistic, unfair, and predatory practices. Keller Rohrback's managing partner, Lynn Sarko, is co-lead of the litigation, and Alison has had a substantial role in briefing, written and deposition discovery, and expert work.

Alison is an integral member of the team representing a class of residents affected by the largest natural gas leak in U.S. history, *Southern California Gas Leak Cases*, JCCP No. 4861 (LA Superior). That gas leak devastated the community of Porter Ranch, causing the closure of schools and the relocation of tens of thousands of residents. Similarly, Alison has represented victims of the 2015 Santa Barbara Oil Spill in seeking redress for this environmental disaster.

In addition, Alison has a deep background in financial litigation. She has been a key member of the team representing the Federal Home Loan Banks of Chicago, Boston, and Indianapolis in mortgage-backed securities litigation against a host of Wall Street and international banks. These complex cases have resulted in the recovery of hundreds of millions of dollars for the firm's clients. Alison has also represented consumers in a broad array of financial litigation, including in actions on behalf of mortgage borrowers, in actions arising from fraudulent account scandals, and actions relating to novel FinTech.

Alison also maintains an active practice in appellate and international law. She represented the Republic of the Marshall Islands in groundbreaking litigation before the International Court of Justice and U.S. Courts. Alison also represented a class consisting of the sitting judges of the State of Arizona in constitutional litigation that was resolved in her clients' favor by the Arizona Supreme Court.

Having clerked for both a federal district court and for the Ninth Circuit Court of Appeals, Alison is deeply committed to civility, teamwork, and working cooperatively with opposing counsel. Alison's broad litigation experience, which has included both plaintiff- and defense-side work, enables her to guide clients through a wide variety of complex litigation.

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CLERKSHIPS

The Honorable J. Clifford Wallace, U.S. Court of Appeals for the Ninth Circuit

The Honorable Valerie Baker Fairbank, U.S. District Court for the Central District of California

BAR & COURT ADMISSIONS

2003, California

2004, United States District Court for the Eastern District of California

2007, United States District Court for the Central District of California

2010, Ninth Circuit Court of Appeals

2011, Arizona

2014, United States District Court for the Northern District of California

2016, United States District Court for the Southern District of California

PROFESSIONAL & CIVIC INVOLVEMENT

State Bar of California, *Member*

State Bar of Arizona, *Member*

Santa Barbara Lawyers Association, *Member*

Santa Barbara Women's Lawyers Association, *Member*

California Women's Lawyers Association, *Member*

HONORS & AWARDS

Finalist, Morris Tyler Moot Court

Recipient, Gherini Prize for Outstanding Paper in International Law

PUBLICATIONS & PRESENTATIONS

Alison Chase, *The Politics of Lending and Reform: The International Monetary Fund and the Nation of Egypt*, Stanford Journal of International Law, Vol. 93 (2006).

Alison Chase, *Legal Mechanisms of the International Community and the United States Concerning the State Sponsorship of Terrorism*, Virginia Journal of International Law, Vol. 41 (2004).

Alison Chase, *Book Review: The Invention of Peace*, Yale Journal of International Law, Vol. 27 (2002).

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FELICIA CRAICK

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fcraick@kellerrohrback.com

PRACTICE EMPHASIS

- Class Action and Consumer Litigation
- Governments and Municipalities

EDUCATION

Northeastern University

B.S, *summa cum laude*, 2014, Criminal Justice

Harvard Law School

J.D., *cum laude*, 2018

BAR & COURT ADMISSIONS

2019, Washington

2019, Western District of Washington

Felicia delves deep into the issues at hand to get concrete results for her clients. As an attorney in Keller Rohrback's nationally recognized Complex Litigation Group, Felicia is able to combine her interest in people with her drive to hold bad actors responsible for wrongdoing.

Drawn to complex cases, Felicia currently focuses on multidistrict litigation, including representing government entities in the fight against the youth vaping epidemic in the *In re JUUL Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation* and representing consumers in cases where the business practices of drug manufacturers, pharmacy benefit managers, and other entities have driven up the costs of pharmaceuticals to the detriment of consumers, such as in the *In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litigation.*

Prior to joining Keller Rohrback as an attorney, Felicia received her J.D., cum laude, from Harvard Law School, where she served as an Executive Article Editor of the Harvard Law & Policy Review. Felicia gained practical legal experience as a clinical student attorney, representing low-income survivors of domestic violence in family court and prosecuting criminal cases in state court, and as a summer associate at Keller Rohrback. Driven by the work of complex litigation and the firm's justice-oriented community, Felicia returned to Keller Rohrback at the conclusion of her clerkship with Washington State Supreme Court Chief Justice Mary Fairhurst.

Outside of work, Felicia enjoys hiking, watching soccer and gymnastics, and reading fantasy novels.

PROFESSIONAL & CIVIC INVOLVEMENT

Washington Women Lawyers, *Member*

Washington State Bar Litigation Section, *Member*

Washington State Bar Criminal Law Section, *Member*

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers - Washington*, 2021-2022

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ADELE DANIEL

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PRACTICE EMPHASIS

- Class Action and Consumer Litigation
- Data Privacy Litigation

EDUCATION

Carleton College

B.A, *magna cum laude*, 2014, History

University of Michigan Law School

J.D., Order of the Coif, *magna cum laude*, 2017

BAR & COURT ADMISSIONS

2018, Washington

Adele Daniel always has the big picture in mind. As an attorney in our nationally recognized Complex Litigation Group, she takes the time to deeply understand the opposing side in order to forcefully rebut the opposition's arguments.

Adele graduated *magna cum laude* from University of Michigan Law School, where she served as an Articles Editor for the Michigan Law Review. Following her graduation, Adele clerked for Chief Judge Michael Mosman at the U.S. District Court for the District of Oregon. She then moved to Seattle to clerk for Judge Ronald Gould at the U.S. Court of Appeals for the Ninth Circuit.

Interested in using litigation to make a lasting impact for consumers, Adele joined Keller Rohrback in 2019. As a member of the firm's automotive litigation team, Adele embraces the opportunity to represent deserving clients, and in so doing, deter corporations from future misconduct.

In her spare time, Adele heads to Washington's mountains and rivers for cycling, backpacking, and whitewater kayaking.

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers - Washington*, 2022

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ZACK GUSSIN

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PRACTICE EMPHASIS

- Class Action and Consumer Litigation
- Governments and Municipalities

EDUCATION

University of Washington

B.A., 2010, English: Creative Writing

University of Washington Law School

J.D., high honors, 2017; University of Washington Law Review, Moot Court Honor Board, Children and Youth Advocacy Clinic

Zack develops solutions that effect change. As an attorney in Keller Rohrback's Complex Litigation Group, Zack is able to combine his passion for social justice with his love of intellectual challenges.

A lifelong Washingtonian with a family of social workers and teachers, Zack is no stranger to fighting for equity. Drawn to KR's longstanding commitment to obtaining justice on behalf of our communities and the intricacy of the firm's litigation work, Zack first joined the firm as a summer associate in 2016, and eventually joined full-time as an associate attorney in 2020.

Zack graduated from University of Washington School of Law in 2017 with High Honors. During law school, he served on the University of Washington Law Review, the Moot Court Honor Board, and at the Children and Youth Advocacy Clinic. He also participated in the Willem C. Vis International Commercial Arbitration Moot competition and received four CALI Excellence for the Future Awards—an award given to the highest scoring student in each law school class. After graduating with his J.D., Zack served as a Judicial Law Clerk for the United States District Court for the Eastern District of Washington.

Outside of work, Zack enjoys reading poetry and spending time with his family and rescue dog, Aspen.

BAR & COURT ADMISSIONS

2018, Washington

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DEREK LOESER

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PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Appeals
- Class Action & Consumer Litigation
- Data Privacy Litigation
- Employee Benefits & Retirement Security
- Employment Law
- Environmental Litigation
- Financial Products & Services
- Governments and Municipalities
- Institutional Investors
- Mortgage Put-Back Litigation
- Securities Fraud
- Whistleblower

Derek is a senior partner in Keller Rohrback's nationally recognized Complex Litigation Group and a member of the firm's Executive Committee.

Derek's passion for holding large corporations accountable for wrongdoing has helped recover billions of dollars for consumers, retirees, governments and institutions. He has served in leadership roles in major complex cases across the country. Currently, he is co-lead counsel in *In re Facebook, Inc. Consumer Privacy User Profile Litigation*, the MDL litigation against Facebook stemming from the Facebook Cambridge Analytica scandal.

Derek also serves as lead counsel for the Wells Fargo unauthorized account consumer class action. In this case, Derek and the Keller Rohrback team achieved a $142 million settlement requiring the bank to refund all improper fees and provide first-of-its kind credit damage reimbursement, among other relief, to Wells Fargo customers.

In addition to his class action work, Derek helps manage the Keller Rohrback team representing state and local government entities in a number of matters involving significant public health crises. For example, Derek leads the Keller Rohrback team litigating government cases against opioid manufacturers and distributors in *In re National Prescription Opiate Litigation*. In the Opioid MDL, Derek serves on the Expert and Law & Briefing Committees, and directs the litigation against a major generic opioid manufacturer. He also represents school districts and counties in litigation against the e-cigarette company, JUUL, for targeting and addicting youth. These cases are quintessential examples of the type of litigation Derek and the Keller Rohrback team fervently pursue: corporate fraud and malfeasance causing serious harm to the public.

Some of Derek's other notable cases include mortgage-backed securities cases on behalf of the Federal Home Loan Banks of Chicago, Indianapolis and Boston; ERISA class cases on behalf of employees whose retirement savings were decimated by corporate fraud and abuse on the part of Enron, WorldCom, Countrywide, and Washington Mutual, among others. He has also litigated fraud, RICO, and antitrust cases against drug manufacturers, pharmacy benefit managers, and insurance companies for conspiring to drive up the cost of life-saving medications such as insulin.

Many of Derek's cases have required coordinating with state and federal agencies involved in litigation that parallels cases pursued by Keller Rohrback, including state attorneys general, the Department of Justice, and the Department of Labor. In addition, Derek has extensive experience negotiating complex, multi-party settlements, and coordinating with the many parties and counsel necessary to accomplish this. He is also frequently asked to speak at national conferences about class actions, public health litigation, ERISA, and

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other complex litigation topics.

Before joining Keller Rohrback, Derek served as a law clerk for the Honorable Michael R. Hogan, U.S. District Court for the District of Oregon. He was also employed as a trial attorney in the Employment Litigation Section of the Civil Rights Division of the U.S. Department of Justice in Washington, D.C.

EDUCATION

Middlebury College

B.A., *summa cum laude*, 1989, American Literature (highest department honors), Stolley-Ryan American Literature Prize, Phi Beta Kappa

University of Washington School of Law

J.D., *with honors*, 1994

HONORS & AWARDS

Listed as Lawdragon 500 Leading Lawyers in America 2018 and 2022

Selected to Super Lawyers list in *Super Lawyers - Washington*, 2007-2012, 2014-2022

AV®, Peer Review Top-Rated by Martindale-Hubbell

Recipient of the 2010 Burton Award for Legal Achievement for the article, *The Continuing Applicability of Rule 23(b)(1) to ERISA Actions for Breach of Fiduciary Duty, Pension & Benefits Reporter*, Bureau of National Affairs, Inc. (Sept. 1, 2009)

Selected to Rising Stars list in Super Lawyers - Washington, 2005-2007

U.S. Department of Justice Award for Public Service, 1996

U.S. Department of Justice Achievement Award, 1996

U.S. Department of Justice Honors Program Hire, 1994

BAR & COURT ADMISSIONS

1994, Washington

1998, U.S. District Court for the Western District of Washington

1998, U.S. District Court for the Eastern District of Washington

1998, U.S. Court of Appeals for the Ninth Circuit

2002, U.S. District Court for the Eastern District of Michigan

2004, U.S. District Court for the Northern District of Illinois

2006, U.S. Court of Appeals for the Eleventh Circuit

2009, U.S. Court of Appeals for the Eighth Circuit

2010, United States Supreme Court

2010, U.S. Court of Appeals for the Fourth Circuit

2012, U.S. Court of Appeals for the Third Circuit

2013, U.S. Court of Appeals for the Second Circuit

2014, U.S. Court of Appeals for the First Circuit

2017, New York

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, Member; *Employment Benefits Committee Member*

National Employment Lawyers Association, *Member*

American Civil Liberties Union of Washington, *Cooperating counsel*

PUBLICATIONS & PRESENTATIONS

Panelist, Law Seminars International - Health Care Class Actions: The Role of Class Actions as a Path to Recovery of Damages Related to the Opioid Crisis - *Class certification issues for human health impacts vs. financial impacts on government entities*, November, 2020.

Panelist, HarrisMartin's MDL Conference: JUUL and Capital One Data Breach Litigation – JUUL, E-Cigarettes & Vaping Litigation – An Overview of JUUL Legal Landscape: Case Filings, Judicial Rulings and MDL Submissions, Beverly Hills, CA, September, 2019.

Panelist, HarrisMartin's MDL Conference: Opioid, Equifax & Talcum Powder – *Opioid Litigation Landscape: Venues, Jurisdictional Hurdles, Defenses and Cause of Action*, St. Louis, MO, November, 2017.

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PUBLICATIONS & PRESENTATIONS (CONT)

Panelist, HarrisMartin's National Opioid Litigation Conference - *Current Landscape of Opioid Litigation*, Chicago, IL, October, 2017.

Speaker, *Trends in Auto Defect Litigation*, Seattle, WA, May, 2017.

Panelist, Law Seminars International - VW Diesel Emissions Litigation: A Case Study of the Interplay Between Government Regulatory Activity and Consumer Fraud Class Actions, May, 2016.

Speaker, *Class Action & Data Breach Litigation*, Santa Barbara, CA, March, 2016.

Speaker, *Fiduciary Challenges in a Low Return Environment*, Seattle, WA, December, 2014.

Speaker, *Post-Certification Motion Practice in Class Actions*, Seattle, WA, June, 2014.

Speaker, *Investment Litigation: Fees & Investments in Defined Contribution Plans*, ERISA Litigation, Washington, D.C., 2012.

Speaker, *Post-Certification: Motion Issues in Class Actions*, Litigating Class Actions, Seattle, WA, 2012.

Derek W. Loeser, Erin M. Riley & Benjamin B. Gould, 2010 *ERISA Employer Stock Cases: The Good, the Bad, and the In Between-Plaintiffs' Perspective*, Pension & Benefits Daily, Bureau of National Affairs, Inc. (Jan. 28, 2011).

Derek W. Loeser & Erin M. Riley, *The Case Against the Presumption of Prudence*, Pension & Benefits Daily, Bureau of National Affairs, Inc. (Sept. 10, 2010).

Speaker, ABA Mid-Winter Meeting, San Antonio, TX, 2010.

Speaker, 22nd Annual ERISA Litigation Conference - New York, NY, Nov. 2009.

Speaker, 22nd Annual ERISA Litigation Conference - Las Vegas, NV, Oct. 2009.

Derek W. Loeser & Benjamin B. Gould, *The Continuing Applicability of Rule 23(b)(1) to ERISA Actions for Breach of Fiduciary Duty*, Pension & Benefits Reporter, Bureau of National Affairs, Inc. (Sept. 1, 2009).

Derek W. Loeser & Benjamin B. Gould, *Point/Counterpoint: Is Rule 23(b)(1) Still Applicable to ERISA Class Actions?*, ERISA Compliance and Enforcement Library of the Bureau of National Affairs, Inc. (May 1, 2009).

Derek W. Loeser, *The Legal, Ethical, and Practical Implications of Noncompetition Clauses: What Physicians Should Know Before They Sign*, J.L. Med. & Ethics, Vol. 31:2 (2003).

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RYAN MCDEVITT

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PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Class Action & Consumer Litigation
- Consumer & Data Privacy Protection
- Financial Products & Services
- Intellectual Property
- Securities

EDUCATION

Claremont McKenna College

B.A., 2007, Government and Leadership Sequence, Departmental Honors in Government

Columbia Law School

J.D., 2010, Harlan Fiske Stone Honors Scholar

Ryan protects consumers, competitors, investors, and innovators. As a partner in Keller Rohrback's nationally recognized Complex Litigation Group, he focuses on ensuring fairness in the marketplace.

In recent years Ryan has played a significant role in achieving and administering landmark settlements on behalf of drivers of Volkswagen, Audi, Porsche, Ram, and Jeep vehicles in the Volkswagen "Clean Diesel" and Fiat Chrysler "EcoDiesel" multidistrict litigations. Ryan currently serves on the court-appointed Executive Committee in litigation concerning defective transmissions in Nissan and Infiniti vehicles, and is a key member of the Keller Rohrback team appointed co-lead counsel in litigation concerning a serious safety defect in Chevrolet Bolt EV batteries. He also works alongside partner Gretchen Freeman Cappio in her capacity as a member of the Plaintiffs' Steering Committees in significant matters involving allegedly defective airbag control units in 12.3 million vehicles from six major automakers and allegedly defective transmissions in numerous Chevrolet, Cadillac, and GMC vehicles, and as Settlement Counsel in a case concerning alleged engine defects in numerous Hyundai and Kia models.

In addition to these and numerous other automotive fraud and defect cases involving major automakers and auto parts suppliers, Ryan has litigated consumer protection and antitrust claims, financial and securities fraud, intellectual property infringement, and federal labor law violations in federal and state courts nationwide. For example, he has represented the Federal Home Loan Banks of Boston, Chicago, and Indianapolis in litigation against dozens of issuers, underwriters, and sponsors of private label mortgage-backed securities worth $13 billion; classes of mortgage borrowers treated unfairly by mortgage servicers and banks; and the Navajo Nation in protecting its rights to the NAVAJO trademark.

Before joining the firm, Ryan served as a law clerk in the Antitrust Division of the Washington State Attorney General, where he worked on multistate investigations of international price-fixing conspiracies. In law school, he was a research assistant to June Besek, chair of the American Bar Association's Copyright Task Force.

BAR & COURT ADMISSIONS

2010, Washington

2011, U.S. District Court for the Western District of Washington

2012, U.S. Court of Appeals for the Ninth Circuit

2019, US District Court for the Eastern District of Michigan

2019, US District Court for the Eastern District of Washington

2020, Michigan

2021, US Court of Appeals for the Seventh Circuit

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PROFESSIONAL & CIVIC INVOLVEMENT

Washington State Bar Association, *Member*

King County Bar Association, *Member*

American Bar Association, *Member*

Seattle Academy of Arts & Sciences, past *Alumni Board President, Trustee Ex Officio, and Strategic Planning Committee Member.*

ARTICLES & PRESENTATIONS

Panelist, HarrisMartin's MDL Conference: HIV Drugs, Valsartan, 3M Earplugs and Litigation in a Post-Fosamax World Agenda - *Automotive MDLs - Preview of Tomorrow's Arguments*, Portland, OR, July 2019.

(Quoted) Mike Curley, *Buyers Gaining Ground in 'Right To Repair' Fight*, Law360 (April 8, 2022) https://www.law360.com/foodbeverage/articles/1482374/buyers-gaining-ground-in-right-to-repair-fight

(Quoted) Emily Field, *Product Liability Group Of The Year: Keller Rohrback*, Law360 (February 16, 2022) https://www.law360.com/articles/1451452/product-liability-group-of-the-year-keller-rohrback

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers - Washington*, 2020-2022

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SYDNEY READ

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sread@kellerrohrback.com

PRACTICE EMPHASIS

- Automotive Litigation
- Class Action and Consumer Litigation

EDUCATION

Middlebury College

B.A., *magna cum laude*, 2017, Art History

University of Colorado School of Law

J.D., 2021

Sydney's diligent care for the written word and enthusiasm for learning new areas of law allow her to create strong legal arguments for her clients. Her high degree of intellectual curiosity, continued passion for law, and commitment to social justice make her a great fit for Keller Rohrback's Complex Litigation Group.

Sydney first joined the firm as a research analyst in KR's Santa Barbara office and she later transitioned into a paralegal role in the Seattle office. Those experiences taught her about the intricacies of complex litigation and the excitement of the legal industry, sparking her interest in becoming an attorney. Sydney went on to attend law school at the University of Colorado Law School, during which she volunteered at CU's RAP Lab, participated in the Marshall-Brennan Constitutional Literacy Project and the Colorado Appellate Advocacy Competition, and received the Shawn Stigler and Alex Nelson Alpine Endeavors Law Scholarship.

After graduating with her J.D. in 2021, Sydney rejoined Keller Rohrback as an associate in the firm's Complex Litigation Group, where she focuses on areas like automotive litigation, opioids litigation, and *In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litigation*. Sydney's interest in these sprawling cases which seek to address corporate wrongdoing stems from her previous experience as a research analyst working with the firm's Volkswagen "Clean Diesel" litigation team.

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GABE VERDUGO

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PRACTICE EMPHASIS

- Class Action & Consumer Litigation
- Insurance Bad Faith & Policyholder Rights
- Personal Injury Litigation

EDUCATION

University of Washington

B.S., Plant Biology, 2008

B.A., German Language and Literature, 2008

Delta Phi Alpha, German Honors Society

Undergraduate Law Review, Senior Editor, Spring 2007

University of Washington School of Law

J.D., 2011

Gabe Verdugo practices in Keller Rohrback's Plaintiff Tort Litigation and Complex Litigation practice groups. Gabe's practice focuses on litigating on behalf of individuals and classes who have been injured. He has represented insureds in disputes with insurance carriers and litigated class actions on behalf of consumers who were deceived by drug manufacturers and other companies. Currently, Gabe is investigating claims related to the opioid crisis.

Before joining Keller Rohrback, Gabe served as a judicial law clerk for Chief Judge Rosanna M. Peterson of the U.S. District Court, Eastern District of Washington. Gabe also clerked for Justice Steven C. González of the Washington Supreme Court. During law school, Gabe externed for Judge Robert S. Lasnik of the U.S. District Court, Western District of Washington. He is proficient in written and spoken German.

BAR & COURT ADMISSIONS

2011, Washington

2015, U.S. District Court for the Eastern District of Washington

2015, U.S. District Court for the Western District of Washington

PROFESSIONAL & CIVIC INVOLVEMENT

WSBA Administrative Law Section, *Past Section Chair*

QLaw Association, *Board Member,* 2011-2015

QLaw Association, Judicial Evaluations Committee Member*, Mentor*

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers - Washington*, 2019-2022

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EMMA WRIGHT

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PRACTICE EMPHASIS

- Class Action and Consumer Litigation
- Data Privacy Litigation

EDUCATION

Loyola Marymount University

B.A., 2015, Political Science

Seattle University School of Law

J.D., *magna cum laude*, 2020
Editor-in-Chief, Seattle University Law Review

Emma's fierce intelligence and attention to detail allows her to delve into the legal intricacies of every case. Emma brings great enthusiasm to Keller Rohrback's nationally recognized Complex Litigation Group–a practice for which she is well suited, as each case is unique and intellectually demanding.

Having aspired to be an attorney since childhood, Emma was initially drawn to litigation when she took a civil procedure course in law school and learned just how complex and rule-intensive litigation is. In addition, Emma sees complex litigation as an avenue with which to hold large corporations accountable, which connects to her personal dedication to equity.

In 2020, Emma graduated *magna cum laude* with her J.D. from Seattle University School of Law, where she served as Editor-in-Chief of the Seattle University Law Review, on the Moot Court Board, and as a research assistant to her civil procedure professor. During law school, she also externed for Judge John C. Coughenour of the Western District of Washington.

Drawn to the firm's culture of collaboration and commitment to social justice, Emma first worked at Keller Rohrback as a summer associate in 2018 and 2019, eventually returning to the firm full-time as an associate attorney in 2020. She is excited to rejoin the team working on *In re: Facebook, Inc. Consumer Privacy User Profile Litigation*, which the firm filed when Emma was a 1L summer associate.

In her spare time, Emma enjoys skiing, traveling, and spending time with her dog, Winter.

BAR & COURT ADMISSIONS

2020, Washington

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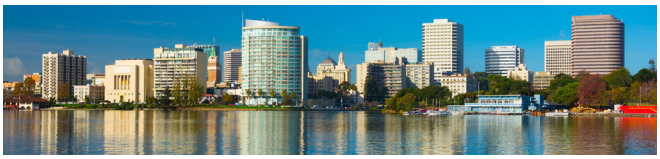
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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

In re: Hyundai and Kia Engine Litigation II

Case No. 8:18-cv-02223-JLS-JDE

Related Cases:
8:17-cv-00838-JLS-JDE
8:21-cv-01057-JLS-JDE
8:21-cv-00379-JLS-JDE
8:21-cv-00854-JLS-JDE

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: November 18, 2022
Time: 10:30 a.m.
Hon. Josephine L. Staton
Courtroom: 8A

WHEREAS, Plaintiffs Leslie Flaherty, Joanna Caballero, James Carpenter, Sharon Moon, Stanton Vignes, Kesha Franklin Marbury, Christina Roos, James J. Martino, James H. Palmer, John H. Caro, Ashley Gagas, Nicole Thornhill, Janet O'Brien, Robert Buettner, Linda Short, James Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith ("Named Plaintiffs" or "Class Representatives"), individually and as representatives of a Class defined below, and Defendants Hyundai Motor America ("HMA"), Hyundai Motor Company ("HMC"), Kia Corporation ("KC") and Kia America ("KA") (collectively the "Parties") have entered into a Settlement Agreement dated August 29, 2022, which, if approved, would resolve this class action;

WHEREAS, the Named Plaintiffs filed an Unopposed Motion for Preliminary Approval of Class Action Settlement, and the Court has reviewed and considered the Motion, the supporting brief, the Settlement Agreement, and all exhibits thereto, including the proposed class notice (the "Long Form Notice"), claim form ("Claim Form"), and pamphlet ("Pamphlet") for Hyundai and Kia Class members, respectively, and finds there is sufficient basis for granting preliminary approval of the settlement, directing that notice be disseminated to the class, and setting a hearing at which the Court will consider whether to grant final approval of the settlement;

IT IS HEREBY ORDERED that:

1. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Settlement Agreement.

2. Under the Settlement Agreement, the Class has been defined as: All owners and lessees of a Class Vehicle who purchased or leased a Class Vehicle in the United States, including those that were purchased while the owner was abroad on active U.S. military duty, but excluding those purchased in U.S. territories and/or abroad. Excluded from the claims of the Class (and not released by the Settlement) are

all claims for death, personal injury, property damage (other than damage to a Class Vehicle that is the subject of a Qualifying Repair), and subrogation. Also excluded from the Class are (a) HMA, HMC, KC and KA; (b) any affiliate, parent, or subsidiary of HMA, HMC, KC or KA; (c) any entity in which HMA, HMC, KC or KA has a controlling interest; (d) any officer, director, or employee of HMA, HMC, KC or KA; (e) any successor or assign of HMA, HMC, KC or KA; (f) any judge to whom this Action is assigned, the judge's spouse or partner, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; (g) individuals and/or entities who validly and timely opt-out of the settlement; (h) consumers or businesses that have purchased Class Vehicles previously deemed a total loss, salvaged, branded, or obtained from a junkyard (subject to verification through Carfax or other means); (i) vehicle owners or lessees who rent or previously rented the Class Vehicle for use by third-party drivers, including leasing companies; (j) individuals and commercial entities engaged in the business of buying, selling, or dealing in motor vehicles, including new and used motor vehicle dealerships, franchisees, vehicle brokers, or automobile auction houses and individuals employed by or acting on behalf of such businesses; (k) banks, credit unions or other lienholders; and (l) current or former owners of a Class Vehicles who previously released their claims in an individual settlement with HMA, HMC, KC or KA with respect to the issues raised the Action.

3. The Court preliminarily approves the proposed Settlement, finding that the terms of the Settlement Agreement appear sufficiently fair, reasonable, and adequate to warrant dissemination of the Long Form Notice of the proposed Settlement to the Class. The Court finds that the Settlement Agreement contains no obvious deficiencies and that the parties entered into the Settlement Agreement in good faith, following arm's-length negotiation between their respective counsel.

4. The Court appoints Matthew D. Schelkopf of Sauder Schelkopf and Steve W. Berman of Hagens Berman Sobol Shapiro LLP as co-Lead Counsel, and Gretchen Freeman Cappio of Keller Rohrback LLP as Settlement Counsel, and Leslie Flaherty, Joanna Caballero, James Carpenter, Sharon Moon, Stanton Vignes, Kesha Franklin Marbury, Christina Roos, James J. Martino, James H. Palmer, John H. Caro, Ashley Gagas, Nicole Thornhill, Janet O'Brien, Robert Buettner, Linda Short, James Twigger, Jennifer and Anthony DiPardo, Seane Ronfeldt, Gabrielle Alexander, Tavish Carduff, Brian Frazier, Chad Perry, William Pressley, and Jeannett Smith as Class Representatives.

5. The Court hereby approves the form and procedures for disseminating notice of the proposed Settlement to the Class as set forth in the Settlement Agreement. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances and constitutes valid and sufficient notice to the Class in full compliance with the requirements of due process and applicable law.

6. For purposes of identifying current and former owners and lessees of Class Vehicles, R.L. Polk & Company, or a similar third-party entity, is hereby authorized to provide the names and most current addresses of such owners and lessees to HMA and/or KA or their designee(s). Any governmental agency in possession of names or addresses of current and former Class Vehicle owners or lessees is hereby authorized and directed to release that information to R.L. Polk & Company, or a similar third-party entity, upon request.

7. As set forth in the Settlement Agreement, HMA, HMC, KC and KA shall bear all costs and expenses in connection with providing notice to the Class and administering the proposed Settlement.

8. As set forth in the Settlement Agreement, HMA and KA shall have the option of self-administering the Settlement or selecting a third-party administrator to process submitted claims.

9. Any Class member shall have the right to opt out of the Class and the settlement by sending a written request for exclusion from the Class to the address listed in the Long Form Notice postmarked no later than the deadline provided for such exclusion as set forth in the Long Form Notice. To be effective, the request for exclusion must include:

(i) the Class member's full name and current address;

(ii) the model, year, and Vehicle Identification Number ("VIN") of the Class member's Class Vehicle(s) and the approximate date(s) of purchase or lease;

(iii) a clear and specific statement of the Class member's desire to be excluded from the Settlement and from the Class.

Any Class member who does not submit a timely and valid request for exclusion shall be subject to and bound by the Settlement Agreement and every order or judgment entered concerning the Settlement Agreement.

10. Any Class member who intends to object to final approval of the settlement and/or the attorneys' fees must send a letter, postmarked no later than the deadline provided for such objection to the Court, co-Lead Counsel and Settlement Counsel, and Defense Counsel, as set forth in the Long Form Notice. Each objection must include:

(i) the case name and number, *In re: Hyundai and Kia Engine Litigation II*, No. 8:17-cv-02223-JLS-JDE (C.D. Cal.);

(ii) the objecting Class member's full name, current address, email address (if any), and current telephone number;

(iii) the model year and VIN of the objecting Class member's Class Vehicle(s);

(iv) a statement of the objection(s), including all factual and legal grounds for the position;

(v) copies of any documents the objecting Class member wishes to submit in support;

(vi) the name and address of the lawyer(s), if any, who is representing the objecting Class member in making the objection or who may be entitled to compensation in connection with the objection;

(vii) a statement of whether the Class member objecting intends to appear at the Final Approval Hearing, either with or without counsel;

(viii) the identity of all counsel (if any) who will appear on behalf of the Class member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection;

(ix) the signature of the Class member objecting, in addition to the signature of any attorney representing the Class member objecting in connection with the objection, and date the objection; and

(x) a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years (or the Class member shall affirmatively state in writing that the Class member or their counsel has not made any such prior objection).

11. The Court will hold a Fairness Hearing addressing the final approval of the Settlement Agreement, an award of fees and expenses to co-Lead Counsel and Settlement Counsel, and incentive payments to the Class Representatives, before the undersigned judge at the U.S. District Court for the Central District of California, First Street U.S. Courthouse, 350 West 1st St., Los Angeles, CA 90012, Courtroom 8A, 8th Floor. At the Fairness Hearing, the Court will consider: (i) whether the Settlement should be approved as fair, reasonable, and adequate for the Class; (ii) whether a

judgment granting approval of the Settlement and dismissing the lawsuit with prejudice should be entered; and (iii) whether co-Lead Counsel and Settlement Counsel's application for attorneys' fees and expenses should be granted.

12. The following schedule shall govern the class action settlement proceedings:

(i) HMA, HMC, KC and KA must cause individual notice, substantially in the form attached to the Settlement Agreement as Exhibits A and B (the Long Form Notice) and Exhibits C and D (the Claim Form), to be mailed via first-class mail to all reasonably identifiable Class members by _____ (within 120 days after entry of this Preliminary Approval Order).

(ii) Class members must mail any letter objecting to the proposed Settlement on or before _____ (within 60 days after the Notice Date).

(iii) Class members must mail any letter excluding themselves from the Class on or before _____ (within 60 days after the Notice Date).

(iv) The Parties shall submit motions for final approval of the proposed Settlement, including any exhibits or attachments thereto, on or before _____ (14 days prior to the Fairness Hearing).

(v) The Fairness Hearing shall be held on _____ (195 days after entry of this Preliminary Approval Order).

The dates established for items (ii), (iii), and (v) shall be included in the Long Form Notice mailed to Class members.

13. Co-Lead Counsel and Settlement Counsel shall file, on or before _____ (30 days after the Notice Date), a joint motion for attorneys' fees and expenses. HMA, HMC, KC and KA shall file any responses to the motion on or

before _____, and, if necessary, Plaintiffs shall file a reply brief in support of its motion on or before _____.

14. The Court has the authority and duty under Rule 23 of the Federal Rules of Civil Procedure to manage this class action litigation, ensure that clear and accurate notices are provided to the Class, and protect the Class members from information and communications about the proposed Settlement or litigation that are coercive, deceptive, false, misleading, confusing, omit material information, or otherwise undermine the class action process. The Court has approved certain forms of notice that provide Class members with clear, accurate, and objective information about the proposed Settlement. The Court intends to carefully scrutinize any additional communications with, or information directed to, Class members that are brought to its attention by a moving party, including communications or information provided by or on behalf of persons or entities who are not named parties in this litigation. *See* Manual for Complex Litigation (4th) § 21.33 ("Objectors to a class settlement or their attorneys may not communicate misleading or inaccurate statements to class members about the terms of a settlement to induce them to file objections or to opt out."); *In re Gen. Motors Corp. Engine Interchange Litig.*, 594 F.2d 1106, 1140 n.60 (7th Cir. 1979) ("Solicitations to opt-out tend to reduce the effectiveness of (b)(3) class actions for no legitimate reason.").

15. With respect to any such communications or information, the Court intends to make specific findings based on the particular circumstances and will take appropriate action in accordance with the standards set forth in *Gulf Oil Co. v. Bernard*, 452 U.S. 89 (1981). In order to reduce the risk of Class members receiving misleading or confusing information outside the context of the forms of notice approved by the Court and to reduce the need for costly curative notice, the Court encourages any person who wishes to send or provide a written communication to

multiple Class members about the proposed Settlement or this litigation to submit the proposed communication to the Court for review and approval prior to issuing it.

16. Since the Court has appointed co-Lead Counsel and Settlement Counsel and preliminarily certified the Class, the Court also finds that the Class members are represented by co-Lead Counsel and Settlement Counsel, and the ethical rule relating to communications with represented persons applies to attorney communications with the Class members. *See, e.g.*, ABA Model Rule of Professional Conduct 4.2 (and the relevant counterparts in each state or jurisdiction); *see also Jacobs v. CSAA Inter-Ins.*, No. C07-00362MHP, 2009 WL 1201996, at *3 (N.D. Cal. May 1, 2009). Therefore, the Court reminds any lawyer wishing to communicate with Class members to comply with applicable ethical rules. *See, e.g.*, ABA Model Rule of Professional Conduct 4.2 ("[i]n representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order.").

17. In most circumstances, communications by lawyers with Class members about this class action litigation or the proposed settlement must go through co-Lead Counsel and Settlement Counsel, and direct contact is prohibited. However, this Order is not intended to prevent an individual Class member from proactively seeking the advice of a third-party attorney regarding their rights in the context of this class action during the opt-out period.

DATED: _____, 2022

_____
Hon. Josephine L. Staton
United States District Judge