

1 Matthew D. Schelkopf (*pro hac vice*)  
2 SAUDER SCHELKOPF  
3 1109 Lancaster Avenue  
4 Berwyn, PA 19312  
5 Telephone: (610) 200-0581  
6 mds@sstriallawyers.com

7 Adam R. Gonnelli (*pro hac vice*)  
8 LAW OFFICE OF ADAM R. GONNELLI, L.L.C.  
9 7030 E. Genesee Street  
10 Fayetteville, New York 13066  
11 adam@arglawoffice.com

12 Bonner C. Walsh (*pro hac vice*)  
13 WALSH PLLC  
14 1561 Long Haul Road  
15 Grangeville, ID 83530  
16 Telephone: (541) 359-2827  
17 bonner@walshpllc.com

18 *Attorneys for Plaintiffs and the Proposed Class*  
19 *Additional Counsel Listed on Signature Page*

20 UNITED STATES DISTRICT COURT  
21 CENTRAL DISTRICT OF CALIFORNIA

22 *In re: Hyundai and Kia Engine*  
23 *Litigation*

CASE NO. 8:17-cv-00838

Member Cases:  
8:17-cv-01365-JLS-JDE  
8:17-cv-02208-JLS-JDE  
2:18-cv-05255-JLS-JDE  
8:18-cv-00622-JLS-JDE

Related Case:  
8:18-cv-02223-JLS-JDE

**JOINT NOTICE REGARDING  
FINAL APPROVAL**

The Hon. Josephine L. Staton  
Courtroom: 10A  
Trial Date: None Set

1 The parties submit for the Court’s consideration a revised Settlement  
2 Agreement (“Revised SA”), attached as Exhibit A, intended to preemptively address  
3 and resolve any outstanding issues raised by the Court at the November 13, 2020 Final  
4 Fairness Hearing. After filing the December 17, 2020 Joint Notice Regarding  
5 Proposed Revisions to the Settlement Agreement and Settlement Claims Processing  
6 (ECF No. 192), the parties continued to confer and agreed on additional revisions to  
7 the Settlement Agreement. A summary of those substantive modifications follows.

8  
9 **1. Settlement Treatment of Business Entities**

10 The Revised SA excludes all business entities that engage in the business of  
11 renting or selling Class Vehicles, as well as banks, credit unions, or other lienholders.  
12 Ex. A, at 4. Defendants will send direct notice to any such entities that made claims  
13 under the Settlement to advise they are not bound by the settlement terms and to  
14 discuss possible resolution of any claims they may have with Defendants. *Id.* at 28.

15 **2. KSDS Update Conditions**

16 The Settlement Agreement previously provided that Class members with  
17 Hyundai vehicles are required to have the KSDS “installed” within 60 days of the  
18 later of certain enumerated events to qualify for certain benefits under the Settlement.  
19 (ECF No. 128-1 at 5, 6.) At the Final Fairness Hearing, the Court expressed a  
20 preference that the 60-day deadline apply to the scheduling date of the appointment  
21 to obtain the KSDS update, not the installation date. As a result, the Revised SA  
22 provides that Class members who schedule an appointment within 60 days will be  
23 entitled to certain benefits under the Settlement and further states: “It is expected that  
24 a Class member that schedules such an appointment with a Kia or Hyundai dealer will  
25 act in good faith to have the KSDS installed on the scheduled date or shortly  
26 thereafter, even if the actual installation occurs more than 60 days following the  
27 Notice Date or the KSDS campaign notice.” (Ex. A, at 6.) Further, the 60-day KSDS  
28 limitation does not apply to the Lifetime Warranty benefit. (Ex. A at 6-7.) Any Class

1 member who receives a KSDS update will receive a Lifetime Warranty, regardless of  
2 when the KSDS update is installed. (*Id.*) Following any final approval order,  
3 Pamphlets will be mailed to Class members again advising them of the KSDS update.

4 **3. Update on Settlement Claims Processing**

5 Class Counsel remain closely involved with both the claims process. Class  
6 Counsel have directly assisted with the review and approval of many claims, including  
7 reviewing claimants' files, speaking with Class members who felt their claims were  
8 improperly denied, and advocating on behalf of Class members with Defendants and  
9 their claims administrators. Class Counsel have also reviewed every claim where a  
10 Class member sought BBB arbitration and have brought all valid concerns directly to  
11 Defendants. Additionally, Class Counsel have identified an issue concerning the  
12 treatment of engine fire claims by Epiq, KMA's administrator. Class Counsel have  
13 undertaken to individually review hundreds of engine fire denials and the parties are  
14 cooperating to resolve such issues. Other issues have arisen during the claims process  
15 which Class Counsel have brought to the attention of Defendants, and the parties have  
16 conferred regarding appropriate forms of resolution. As of this filing, none require  
17 Court involvement.

18 **4. Update on Counsel's Time and Expenses**

19 To date, Class Counsel have incurred additional expenses of \$46,514.81,  
20 raising Class Counsel's total expenses to \$196,668.51<sup>1</sup>. Class Counsel have also  
21 expended an additional 681.9 hours, thereby increasing Class Counsel's total current  
22 lodestar to \$4,224,932.87. Class Counsel's supplemental time is largely attributable  
23 to assisting Class members and overseeing the claims administration process.  
24 Declarations of Class Counsel detailing the time and expenses incurred since  
25 November of 2020 are attached as Exhibit B.

26  
27 \_\_\_\_\_  
28 <sup>1</sup> Though the expenses incurred exceed the agreed upon amount, Class Counsel  
only seek reimbursement of \$175,000.00.

1 DATED: April 5, 2021

WALSH PLLC

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

By /s/ Bonner C. Walsh

Bonner C. Walsh (*pro hac vice*)  
**WALSH PLLC**  
1561 Long Haul Road  
Grangeville, ID 83530  
Telephone: (541) 359-2827  
Facsimile: (866) 503-8206  
bonner@walshpllc.com

Matthew D. Schelkopf (*pro hac vice*)  
Joseph G. Sauder  
Joseph B. Kenney  
**SAUDER SCHELKOPF**  
1109 Lancaster Avenue  
Berwyn, PA 19312  
Telephone: (610) 200-0581  
jgs@sstriallawyers.com  
mds@sstriallawyers.com  
jbk@sstriallawyers.com

Adam R. Gonnelli (*pro hac vice*)  
**LAW OFFICE OF ADAM R.  
GONNELLI, L.L.C.**  
7030 E. Genesee Street  
Fayetteville, New York 13066  
adam@arglawoffice.com

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

*Class Counsel*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: April 5, 2021

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

By /s/ Shon Morgan  
Shon Morgan  
*Attorneys for Hyundai Motor America,  
Hyundai Motor Company, Kia Motors  
America, and Kia Motors Corporation.*

**ECF ATTESTATION**

I, Bonner C. Walsh, attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the e-filing of the foregoing document in compliance with Local Rule 5-4.3.4(a)(2).

By /s/ Bonner C. Walsh  
Bonner C. Walsh