

IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA

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COMMONWEALTH OF PENNSYLVANIA :  
BY ATTORNEY GENERAL :  
DAVID W. SUNDAY, JR. :

Petitioner :

v. :

HYUNDAI MOTOR AMERICA, INC. :

and :

HYUNDAI MOTOR COMPANY :

and :

HYUNDAI MOTOR NORTH AMERICA :

and :

HYUNDAI MOTOR MANUFACTURING ALABAMA :

and :

HYUNDAI AMERICA TECHNICAL CENTER  
INCORPORATED :

and :

KIA CORPORATION :

and :

KIA AMERICA, INC. :

and :

KIA GEORGIA, INC. :

Respondents :

Term: \_\_\_\_\_

Case No.: \_\_\_\_\_

CIVIL ACTION - EQUITY

## ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to 73 P.S. § 201-5 of the Unfair Trade Practices and Consumer Protection Law, the parties hereto consent to the filing of this Assurance of Voluntary Compliance in the Court of Common Pleas of Philadelphia County, Pennsylvania. The parties further agree that the Court shall maintain continuing jurisdiction over this Assurance in accordance with Section 201-5 and Section 201-8(a) of the Consumer Protection Law, 73 P.S. §§ 201-5 and 201-8(a).

WHEREAS, State Attorneys General allege that many large cities across the country have experienced an alarming trend of thefts of vehicles that Hyundai and Kia (as defined per the definition of “Released Parties”) designed, manufactured, marketed, and distributed.

WHEREAS, State Attorneys General further allege that the thefts are the direct and foreseeable result of Hyundai and Kia’s alleged business decision not to include industry standard anti-theft technology, specifically Engine Immobilizers, on a large number of Hyundai and Kia vehicles designed, manufactured, marketed, and distributed from 2011 to 2022. The State Attorneys General allege that thefts have not only financially harmed consumers, they have posed a significant threat to public safety, including injuries and deaths, and property damage from recklessly driven stolen vehicles.

WHEREAS, while Hyundai and Kia expressly deny the State Attorneys General’s allegations and any wrongdoing, they state that they have taken significant steps to support their customers in response to criminals using methods of theft promoted and popularized on social media to steal or attempt to steal certain vehicle models, including providing extensive consumer relief in the form of cash compensation and reimbursements for certain expenditures as part of a consumer class settlement; engineering a free software upgrade that addresses the social media theft method; offering steering wheel locks free of charge to affected customers; and developing a

zinc-reinforced sleeve that can be fitted over the vehicle's ignition cylinder, which also protects against the social media theft method.

WHEREAS, in consideration of their mutual agreements to the terms below, this Assurance of Voluntary Compliance ("AVC" or "Assurance") is made and entered into by and between the Commonwealth of Pennsylvania, by Attorney General David W. Sunday, Jr., ("Petitioner" or "Attorney General") and Hyundai and Kia, pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq* ("Consumer Protection Law") and Pennsylvania public nuisance and negligence law.

### I. DEFINITIONS

For the purposes of this AVC, the following definitions shall apply:

1. "Claims Administrator" means Angeion Group, LLC.
2. "Covered Conduct" shall mean business practices related to vehicle design, marketing, manufacturing, and sales, acts, representations, and omissions, by any of the Released Parties, whether actual or alleged, related to the lack of factory-equipped Engine Immobilizer technology in the Subject Vehicles that any of the Released Parties designed, marketed, manufactured, or sold, to the extent such conduct provides the basis for a claim under the Consumer Protection Law and Pennsylvania public nuisance and negligence law.
3. For purposes of Section II, Paragraph 10 of this AVC, "Eligible Consumers" means consumers whose Subject Vehicle was equipped with the Software Upgrade at the time of the theft or attempted-theft incident, or who can provide documentation to demonstrate that they had an appointment scheduled to receive the Software Upgrade at the time of the theft or attempted-theft incident.

4. “Engine Immobilizer” refers to technology that uses an encrypted chip called a ‘transponder’ housed inside a vehicle’s key. For any vehicle equipped with an Engine Immobilizer, the vehicle will not start unless a unique code is transmitted to the onboard computer from the vehicle’s key, within range of the vehicle.

5. “Effective Date” shall mean December 16, 2025.

6. “Multistate Executive Committee” or “MEC” shall mean the Attorneys General of Connecticut, Delaware, Illinois, Maryland, Minnesota, Nevada, New Hampshire, New Jersey, and Washington.

7. “Multistate Working Group” or “MWG” shall mean the Attorneys General of Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland,<sup>1</sup> Massachusetts, Michigan, Minnesota, Mississippi, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Vermont, Washington, and Wisconsin.

8. “Partial Loss” shall mean an uncompensated loss for damage to a Subject Vehicle resulting from a Qualifying Theft of a Subject Vehicle, provided it does not constitute a Total Loss, as determined by the Claims Administrator.

9. “Parties” shall mean Hyundai, Kia, and the MWG.

10. “Political Subdivision” shall mean any county, city, ward, school district, town, township, municipality, borough, metropolitan agency, regional agency, public corporation, or special district, and includes any department or agency of any of the foregoing.

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<sup>1</sup> References to the Attorney General or Attorneys General shall mean the Consumer Protection Division, Office of the Attorney General of Maryland.

11. A “Qualifying Theft” refers to the theft of a Subject Vehicle through forcible entry and breach of the ignition system.

12. “Qualifying Theft Attempt” refers to an attempted theft of a Subject Vehicle through forcible entry and either an attempted dismantling of the steering column or an attempted breach of the ignition system.

13. “Reasonable Attempted Theft Expense” shall include reimbursement for damage to a Subject Vehicle resulting from a Qualifying Theft Attempt and/or for the value of personal property stolen or damaged during a Qualifying Theft Attempt; reimbursement for insurance deductibles paid and increased insurance premiums for insurance policies that include theft coverage resulting from a Qualifying Theft Attempt; and reimbursement for other expenses resulting from a Qualifying Theft Attempt including transportation expenses and towing expenses as long as each of these categories were not otherwise covered by other payments, including but not limited to insurance, goodwill payments from the Released Parties, or payments from the consumer class settlement.

14. “Released Parties” shall mean Hyundai Motor America (“HMA”), Hyundai Motor Company, Hyundai Motor North America, Hyundai Motor Manufacturing Alabama, Hyundai America Technical Center Incorporated (collectively, “Hyundai), Kia Corporation, Kia America (“KA”), Inc., Kia Georgia, Inc. (collectively, “Kia”), as well as all their predecessors, parents, successors, assigns, subsidiaries, and affiliates, and all their respective past and present and former officers, directors, shareholders, agents, employees, attorneys, and representatives.

15. “Signatory Attorney General” shall mean the Attorney General of the Commonwealth of Pennsylvania, including his authorized designees or successors, who has executed this AVC on behalf of the Commonwealth of Pennsylvania as provided by law.

16. “State UDAP Laws” refers to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.*

17. “Software Upgrade” refers to the software made available by Hyundai and Kia to address the fact that Subject Vehicles do not contain Engine Immobilizers, and which is designed to prevent the Software Upgrade-eligible Subject Vehicles locked with a key fob from starting without the key being present using a method of theft popularized on TikTok and other social media channels.

18. “Subject Vehicles” shall mean all Model Year 2011-2022 Hyundai and Kia vehicles that were not factory-equipped with Engine Immobilizers.

19. A “Total Loss” refers to any of the following situations:

- The Subject Vehicle has been wrecked, destroyed, or damaged so badly as a result of the Qualifying Theft (excluding pre-existing damage) that it is objectively uneconomical to repair the Subject Vehicle (*i.e.*, repair costs would be at least 70% of the fair market value of the Subject Vehicle, as measured by the Black Book value for a comparable private party vehicle in average condition), as established by objectively reliable documentation, such as an insurer notification, auto service station, a verifiable third-party estimate, repair receipts, or comparable documentation showing the condition of the Subject Vehicle following the Qualifying Theft. For documents to be objectively reliable, they must be issued by a verified business entity with a business address, a working phone number, any required license, or online reviews (all subject to verification).
- The consumer’s disposal (through sale or donation) of the Subject Vehicle for less than 30% of the fair market value of the Subject Vehicle, as measured by the Black Book value for a comparable private party vehicle in average condition. In the event of a sale, the consumer must submit proof of the amount received via the sale. If the Subject Vehicle was donated or sold, the tax-deductible donation value or sale amount will be discounted from the claimed loss. For example, if the fair market value of the Subject Vehicle, as measured by the Black Book value for a comparable private party vehicle in average condition is \$5,500 and the tax-deductible receipt or sales documentation shows a donated value or paid amount of \$500, the claimed loss for the value of the vehicle can be a maximum of \$5,000. A copy of a tax-deductible receipt is required if the Subject Vehicle was donated as is proof of sale and payment received (such as DMV vehicle transfer form).

- The Subject Vehicle subject to a Qualifying Theft was declared a Total Loss by an insurer, but the consumer was still not made whole by the insurance payments, as measured by the Black Book value (private party/average condition) minus total insurance settlement/payment received. Insurance documentation showing the amount claimed and recovered from an insurer is required.
- It has been at least three months since the Qualifying Theft and the Subject Vehicle has not been recovered. In the event a Subject Vehicle is recovered following the submission of a claim but before payment is issued, the consumer must notify the Claims Administrator of the recovery. The Claims Administrator may re-evaluate the amount due to the consumer under this Assurance given the recovery of the Subject Vehicle.

20. “Zinc Sleeve” shall mean the hardware upgrade that can be installed at the ignition cylinder location to provide additional protection against the social media theft method for Subject Vehicles not factory-equipped with Engine Immobilizers.

## **II. INJUNCTIVE RELIEF**

Hyundai and Kia agree to the following:

1. Hyundai and Kia shall comply with State UDAP Laws governing claims, representations, and omissions related to the efficacy of the antitheft features of their vehicles or modifications thereto.
2. Hyundai and Kia shall equip future vehicles manufactured for sale in the United States with Engine Immobilizer technology, or equivalent technology to the extent it becomes available.
3. In the event Hyundai or Kia, or both, wish to use other technology they represent is equivalent to Engine Immobilizers, they shall notify the States no less than two (2) months before offering or selling vehicles equipped with such equivalent technology and shall cooperate with States’ requests for more information. This provision is included solely for the purpose of giving States notice of changes to Hyundai and Kia antitheft features; it is not intended to (nor

does it) provide States with approval authority over such changes. This provision will sunset five (5) years after the Effective Date of this AVC.

4. Hyundai and Kia shall make Zinc Sleeves available for Subject Vehicles in accordance with Section II, Paragraphs 5 to 15 of this AVC.

5. Once Zinc Sleeves have been manufactured for Subject Vehicles and made available to local dealerships in sufficient quantities to meet expected demand, Hyundai and Kia shall send notice to all consumers who currently own or lease a Software Upgrade-eligible Subject Vehicle of the availability of the Zinc Sleeve and that installation can be scheduled through an authorized Hyundai or Kia dealership and installed at no cost. The language to be used in the written notice has been agreed to by Hyundai, Kia, and the MEC States and is reflected in Attachment A to this AVC. Hyundai and Kia shall also provide a reminder notice to all consumers who currently own or lease a previously Zinc Sleeve-eligible Subject Vehicle. The language to be used in the written reminder notice has been agreed to by Hyundai, Kia, and the MEC States and is reflected in Attachment B to this AVC. The method of transmittal for this reminder notice shall be reasonably calculated to inform consumers of the availability of the Zinc Sleeve and may consist of a combination of email, postcards, or standard mail at Hyundai's and Kia's discretion.<sup>2</sup>

6. Upon request, Hyundai and Kia (as applicable) shall provide a Signatory Attorney General with the names and addresses of all consumers with mailing addresses in the Attorney General's jurisdiction who received a notice or reminder notice pursuant to Section II, Paragraph 5, and those consumers who previously received notice regarding the availability of the Zinc Sleeve within six months of the Effective Date of this AVC as referenced in footnote 2.

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<sup>2</sup> Notice shall not be required for (1) any consumer that has already installed a Zinc Sleeve (as confirmed by VINs), (2) any consumer that received notice regarding the availability of the Zinc Sleeve within six months of the Effective Date of this AVC, and (3) any out of transit Subject Vehicles that DMV records indicate have been scrapped, salvaged, or crushed, or unregistered for over 3 years

7. Consumers who purchased or leased a Subject Vehicle shall have a 1-year period, beginning from the date Hyundai and Kia send the notice discussed in Section II, Paragraph 5, to have the Zinc Sleeve installed in their Subject Vehicle at no cost to consumers. Hyundai and Kia will allow a grace period of 30 days after the end of this 1-year period to accommodate the scheduling of any installation appointments made in the last days of the 1-year period. The 30-day grace period shall not be noticed to consumers. The notice discussed in Section II, Paragraph 5 shall inform consumers that if an authorized dealer cannot or will not schedule an appointment for installation of the Zinc Sleeve within the 1-year period, the consumer can contact Hyundai or Kia directly within the 1-year period to resolve the problem and upon such contact with Hyundai or Kia shall be eligible to have the Zinc Sleeve installed at no cost and beyond the 1-year period.

8. Hyundai and Kia shall continue to provide conspicuous window decals and instruct authorized Hyundai and Kia dealerships engaged in installing Zinc Sleeves to place such decals on the driver and front passenger side windows at the time of installation indicating that a Zinc Sleeve has been installed.

9. After the expiration of the 1-year period and grace period discussed in Section II, Paragraph 7, and while supplies last, Hyundai and Kia shall consider continuing to make Zinc Sleeves reasonably available to consumers who purchased or leased a Subject Vehicle and who schedule installation of the Zinc Sleeve through an authorized Hyundai or Kia dealership in exchange for payment of a reasonable cost by the consumer for the installation.

10. For Eligible Consumers, Hyundai and Kia shall pay reasonable theft-related expenses in amounts up to \$4,500 per claim for a Total Loss, up to \$2,250 for a Partial Loss, and Reasonable Attempted Theft Expenses in an amount up to \$375 per claim. To receive compensation under this Paragraph, Eligible Consumers must complete, sign, and submit (either

online or by mail) a claim form to the Claims Administrator that presents reliable evidence of experiencing a Qualifying Theft or a Qualifying Theft Attempt that occurred on or after April 29, 2025, until the earlier of either: (1) the date the Zinc Sleeve has been supplied and installed in the consumer's Subject Vehicle at no cost to the consumer; or (2) the end of the period in which the consumer is eligible for Zinc Sleeve installation at no cost pursuant to Section II, Paragraph 7. If a Hyundai or Kia vehicle was stolen and a consumer demonstrates through objectively reliable documentation presented to the Claims Administrator that the vehicle was not recovered after being stolen, this circumstance will be treated as a Qualifying Theft. Hyundai and Kia may rebut this presumption with objectively reliable evidence presented to the Claims Administrator. Eligible Consumers who receive either Total Loss or Partial Loss compensation under this Paragraph shall not be eligible for compensation for subsequent Qualifying Theft or Qualifying Attempted Theft incidents. The total consumer relief Hyundai and Kia are collectively required to pay pursuant to this Paragraph shall be capped at \$4.5 million.

11. To the extent that any consumer whose Subject Vehicle has a Zinc Sleeve and needs future service or replacement of the steering column or components thereof, then Hyundai or Kia shall be responsible for costs (both materials and labor) directly resulting from the Zinc Sleeve being installed that are additional to the service or replacement costs that the consumer would have incurred if the vehicle had not had a Zinc Sleeve installed. This Paragraph shall not (1) cover key loss by consumers or (2) constitute an extension of any vehicle or parts warranty, including as applicable to the steering column, shroud or cover, ignition key cylinder, or ignition switch. This provision will sunset ten (10) years after the Effective Date of this AVC.

12. Hyundai and Kia shall continue to make reasonable efforts to publicize the availability of all of the anti-theft measures (Software Upgrades, Zinc Sleeves, and steering wheel

locks), which may include mobile clinics across the country dedicated to installing these anti-theft measures as well. This provision will sunset five (5) years after the Effective Date of this AVC.

13. Hyundai and Kia shall continue to monitor consumer care reports, law enforcement data (police reports), and relevant parts order data for the Subject Vehicles and shall alert affected States to any significant increases in post-countermeasure thefts. This provision will sunset five (5) years after the Effective Date of this AVC.

14. Hyundai and Kia shall provide reports on the theft-related data discussed in Section II, Paragraph 13 to States upon request and cooperate with the States' requests for information relevant to Subject Vehicle thefts, consumer complaints, and Kia and Hyundai's compliance with the terms of this settlement. This provision will sunset five (5) years after the Effective Date of this AVC.

15. Hyundai and Kia shall report to the MEC States monthly data relating to uptake figures for Subject Vehicles that have received the Software Upgrade or Zinc Sleeve. Upon request, Hyundai and Kia (as applicable) shall provide a Signatory Attorney General with the names and addresses of all consumers with mailing addresses in the Attorney General's jurisdiction who have or have not had the Zinc Sleeve installed in their Subject Vehicle pursuant to the terms of this AVC. This provision will sunset five (5) years after the Effective Date of this AVC.

16. Hyundai and Kia shall maintain their designated AGO-level escalation contacts for theft-related complaints. This provision will sunset five (5) years after the Effective Date of this AVC.

17. Hyundai and Kia shall fulfill the terms of this Assurance, but nothing herein shall prevent Hyundai or Kia from fulfilling their obligations to comply with this Assurance through the

actions of one or more of the Released Parties, or with assistance of third parties who are not Released Parties. However, regardless of whether one or more of the Released Parties, or third parties so assist the Released Parties, it is solely the Released Parties' responsibility to ensure that the obligations of this Assurance are satisfied.

18. Hyundai and Kia shall not effect any change in their form of doing business as a method or means of attempting to avoid the requirements of this Assurance.

### **III. PAYMENT TO THE STATES**

Hyundai and Kia shall pay a collective total of four and a half million dollars (\$4,500,000) to the MWG States. Payment shall be made by Hyundai and Kia within sixty (60) calendar days of receiving written payment processing instructions for each MWG state from the MEC. Said payment shall be used by the Attorneys General for such purposes that may include, but are not limited to, attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, the consumer protection law enforcement fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of each Attorney General. Payment distribution among the Multistate Working Group will be determined by the MEC. The Commonwealth of Pennsylvania is expecting to receive a distribution of one hundred eighty-seven thousand five hundred eighty-seven and 25/100 dollars (\$187,587.25).

### **IV. RELEASE**

1. In exchange for the injunctive relief and full payment of the amount due under Section III of this Assurance, the Attorney General releases and discharges the Released Parties from all civil and administrative claims, causes of action, damages, fines, penalties, restitution,

disgorgement, requests for injunctive relief, or similar remedies, and liabilities and monetary impositions of any nature as well as costs, expenses, and attorney's fees, whether known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, whether legal, equitable, statutory, regulatory, or administrative that the Attorney General could have brought under the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.*, or Pennsylvania public nuisance and negligence law, related to the Covered Conduct the Attorney General was, or reasonably should have been aware of, that occurred prior to the Effective Date ("Released Claims"). Nothing in this Section shall be construed to limit the ability of the Attorneys General to enforce the obligations that the Released Parties have under this Assurance.

2. Notwithstanding any term of this Assurance, the following do not comprise Released Claims:

- a. State or Federal antitrust violations;
- b. State or Federal securities violations;
- c. State or Federal tax violations;
- d. Private rights of action, including any claims consumers have or may have on an individual or class basis under the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.*, against any person or entity, including the Released Parties;
- e. Claims or causes of action alleged, pled, or otherwise asserted, or that could be alleged, asserted, or brought by or on behalf of any Political Subdivision;
- f. Claims of state or federal environmental liability;
- g. Criminal liability;
- h. Claims for property damage;

- i. Any other civil or administrative liability that any person or entity, including the Released Parties, has or may have to the Commonwealth of Pennsylvania and any subdivision thereof, not covered by the release in Section IV, Paragraph 1; and
- j. Any claims, other than Released Claims, related to the Covered Conduct.

**V. NOTICES**

Any notices required to be sent to the Attorney General or Kia or Hyundai by this

Assurance shall be sent by electronic mail to the following addresses:

<p>For Kia:</p> <p>DANIEL SUVOR dsuvor@omm.com 400 S. Hope St., 19th Fl. Los Angeles, CA 90071 Phone: (213) 430-6000 Fax: (213) 430-6407</p> <p>RICHARD HOLM rholm@kiausa.com 111 Peters Canyon Road Irvine, CA 92606 USA 949.343.9540 (cell phone)</p>	<p>For Hyundai:</p> <p>DANIEL SUVOR dsuvor@omm.com 400 S. Hope St., 19th Fl. Los Angeles, CA 90071 Phone: (213) 430-6000 Fax: (213) 430-6407</p> <p>DOUG BISHOP 10550 Talbert Ave. Fountain Valley, CA 92708 dbishop@hmausa.com T: 714-965-3104</p>	<p>For Pennsylvania Attorney General:</p> <p>JOHN M. ABEL jabel@attorneygeneral.gov SHAWN BACHMAN sbachman@attorneygeneral.gov Office of Attorney General Bureau of Consumer Protection Strawberry Square, 15<sup>th</sup> Fl. Harrisburg, PA 17120</p> <p>Phone: 717-497-5931 Phone: 215-560-2414</p>
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**VI. GENERAL TERMS**

1. The MEC acknowledges that the injunctive relief outlined in Section II, Paragraphs 4-9, is intended to help mitigate any alleged public nuisance associated with the Covered Conduct.
2. The MEC further acknowledges that all costs associated with the injunctive relief outlined in Section II constitute restitution for damage or harm allegedly caused by the potential violation of a law and/or an amount paid to come into compliance with the law (consistent with

Section 162(f) of the Internal Revenue Code as amended), and provide/file all necessary tax forms. Each Attorney General will file an IRS Form 1098-F as required by applicable law.

3. The terms of this Assurance shall be governed by the laws of the State of Pennsylvania.

4. The Parties will bear their own costs and attorneys' fees except as otherwise provided in this Assurance.

5. The Parties have entered into this Assurance without trial of any issue of fact or law. Nothing contained herein may be taken as or construed to be an admission or concession of any violation of law or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, nor shall it constitute any evidence or finding supporting any of the allegations of fact or law alleged by the Attorney General, or any violation of state or federal law, rule or regulation or any liability or wrongdoing whatsoever. This Assurance is not intended to constitute evidence or precedent of any kind except in any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all terms of this Assurance.

6. The Parties expressly acknowledge and agree that nothing shall prevent the Attorneys General's enforcement rights associated with this Assurance.

7. It is the intent of the Parties that this Assurance not be used by third parties in other cases to demonstrate any liability or violation of law nor be binding on the Released Parties in any respect other than in connection with the enforcement of this Assurance. Nothing in this Assurance is intended as a concession that Hyundai Motor Company and Kia Corporation, Inc. are subject to general jurisdiction in the United States of America.

8. No part of this Assurance shall create a private cause of action or confer any right on any third party for enforcement of this Assurance or violation of any federal or state statute.

This Assurance and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose.

9. Nothing in this Assurance shall be construed as relieving Hyundai and Kia of their obligations to comply with all state, local, and federal laws, regulations or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation or rule.

10. Nothing contained in this Assurance, and no act required to be performed pursuant to this Assurance, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

11. Nothing in this Assurance shall prevent Hyundai or Kia from fulfilling their obligations to comply with this Assurance through the assistance of third parties. However, regardless of whether third parties so assist Hyundai or Kia, it is solely Hyundai's and Kia's responsibility to ensure that the obligations of this Assurance are satisfied.

12. This Assurance (or any portion thereof) is not intended to be construed to (i) prohibit Hyundai or Kia from making any representation, or taking any action, required under federal law or regulations, or (ii) require Hyundai or Kia to take any action prohibited by federal law or regulation.

13. Each of the persons who signs his/her name below affirms that he/she has the authority to execute this Assurance on behalf of the Party whose name appears next to his/her signature and that this Assurance is a binding obligation enforceable against said Party under applicable state law. Where the signatory is a member of an Attorney General's office, he/she represents that he/she has the authority to execute this Assurance on behalf of his/her respective

State and that this Assurance is a binding obligation enforceable against that State under applicable State law.

14. This Assurance supersedes any prior agreements or understandings, whether oral or written, concerning the settlement embodied herein. The Parties acknowledge that there are no documents, representations, inducements, agreements, understandings or promises that constitute any part of this Assurance or the settlement it represents other than those expressly contained in this Assurance.

15. If any portion of this Assurance is held invalid by operation of law, the remaining terms of this Assurance shall not be affected and shall remain in full force and effect.

16. This Assurance may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Assurance. Signatures by facsimile or other electronic imaging shall be deemed to constitute original signatures.

17. The Parties understand and agree that this Assurance shall not be construed as an approval by the Attorney General of Hyundai's or Kia's business practices, nor shall Hyundai or Kia represent that this Assurance constitutes an approval of its business practices.

18. The Parties agree to enter into this Assurance for the purpose of avoiding prolonged and costly litigation, and in furtherance of the public interest. This Assurance represents the full and complete terms of the agreement entered into by the Parties. In any action undertaken by either of the Parties, no prior version of this Assurance and no prior versions of any of its terms that are not in this Assurance, may be introduced for any purpose whatsoever. Each of the Parties warrants and represents that the terms of this Assurance were negotiated at arm's-length and in good faith. This Assurance and each of its constituent provisions were jointly drafted by counsel for the Parties and any ambiguities herein shall not be construed against either Party.

19. The terms of this Assurance may be modified only by a subsequent written agreement signed by all the Parties.

20. This Assurance shall not be construed to waive any claims of sovereign immunity that the Commonwealth of Pennsylvania may have in any action or proceeding.

21. Nothing in this Assurance shall be deemed to create any right in a nonparty to enforce any aspect of this Assurance or claim any legal or equitable injury for a violation of this Assurance. The exclusive right to enforce any violation or breach of this Assurance shall be with the Parties to this Assurance.

22. The Court of Common Pleas of Philadelphia, Pennsylvania shall retain jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Assurance or, in the alternative, maintain any action within his legal authority for such other and further relief as he determines is proper and necessary for the enforcement of this Assurance. The Parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance.

23. The failure of a Party to exercise any rights under this Assurance shall not be deemed to be a waiver of any right or any future rights.

24. Hyundai and Kia understand that if a Court of competent jurisdiction holds that Hyundai or Kia has committed a violation of this Assurance, that such violation may subject Hyundai or Kia to sanctions and civil penalties pursuant to 73 P.S. § 201-8(a), and that the Attorney General may thereafter, in his sole discretion, initiate legal proceedings against Hyundai or Kia for any and all violations of this Assurance.

25. For the purposes of resolving disputes with respect to compliance with this Assurance, if the Signatory Attorney General has a reasonable basis to believe that Hyundai and/or Kia engaged in a practice that violates a provision of this Assurance subsequent to the Effective Date, then such Signatory Attorney General shall notify Hyundai and/or Kia, as applicable, in writing of the specific concern, identify the provision(s) of this Assurance that the practice appears to violate, and give Hyundai and/or Kia, as applicable, fifteen (15) business days to respond to the notification; provided, however, that a Signatory Attorney General may take action without any such notice if the Signatory Attorney General believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action. Upon receipt of written notice from the Signatory Attorney General, Hyundai and/or Kia, as applicable, shall provide a good-faith written response to the Signatory Attorney General notification, containing either a statement explaining why it believes it is in compliance with the Assurance, or a detailed explanation of how the alleged violation occurred and a statement explaining how it intends to remedy the alleged violation. Upon giving Hyundai and/or Kia, as applicable, fifteen (15) business days from receipt of the notice to respond, the Signatory Attorney General shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in the possession, custody, or control of Hyundai and/or Kia that relate to its compliance with each provision of this Assurance. If the Signatory Attorney General makes or requests copies of any documents during the course of that inspection, the Signatory Attorney General will provide a list of those documents to Hyundai and/or Kia, as applicable. Hyundai and Kia understand that the Attorney General may, in his or her sole discretion, initiate legal proceedings against Hyundai or Kia for any and all violations of this Assurance, but only after providing Hyundai and/or Kia, as applicable, an opportunity to respond to the notification described in this Paragraph.

26. Upon or before executing this Assurance, HMA and KA shall provide the Attorney General's Office their taxpayer identification numbers (TINs). Hyundai and Kia shall also cooperate in the Attorney General's Office's completion of Internal Revenue Service Form 1098-F by providing the Attorney General's Office any additional necessary information it requests.

27. Each Party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Assurance.

28. Hyundai and Kia agree that the Attorney General, without further notice to Hyundai or Kia, may file this Assurance with the Court of Common Pleas of Philadelphia, Pennsylvania, and that the Court may issue an Order approving this Assurance without further proceedings.

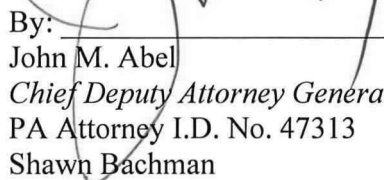
WHEREFORE, intending to be legally bound, the Parties have hereto set their hands and seals.

**For the Petitioner:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.  
*Attorney General*

Date: 12-8-25

By:   
\_\_\_\_\_  
John M. Abel  
*Chief Deputy Attorney General*  
PA Attorney I.D. No. 47313  
Shawn Bachman  
*Deputy Attorney General*  
PA Attorney I.D. No. 325860  
Pennsylvania Office of Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 15<sup>th</sup> Fl.  
Harrisburg, PA 17120  
jabel@attorneygeneral.gov  
sbachman@attorneygeneral.gov  
Phone: 215-560-2414

For Kia and Hyundai:

By:

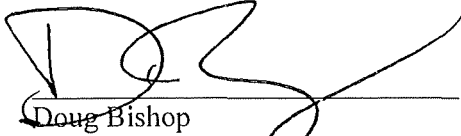
A handwritten signature in black ink, appearing to read "Gerard Cedrone", written over a horizontal line.

Gerard Cedrone  
Maron Marvel Bradley Anderson & Tardy LLC

Date: December 4, 2025

On Behalf of Hyundai Motor America;  
Hyundai Motor Company;  
Hyundai Motor North America;  
Hyundai Motor Manufacturing Alabama; and  
Hyundai America Technical Center Incorporated:

By:

A handwritten signature in black ink, appearing to read 'Doug Bishop', written over a horizontal line.

Doug Bishop  
Assistant General Counsel, Executive Director, Litigation  
Hyundai Motor America  
10550 Talbert Ave.  
Fountain Valley, CA 92708

Date: 12/05/2025

On Behalf of Kia Corporation;  
Kia America, Inc.; and  
Kia Georgia, Inc.:

By:



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Greg Silvestri  
Vice President of Service & Aftersales Operations  
Kia America, Inc.  
111 Peters Canyon Road  
Irvine, CA 92606 USA

Date: 12/05/2025

# ATTACHMENT A

# ATTACHMENT A



Hyundai Motor America  
P.O. Box 2704  
Huntington Beach, CA 92647

Customer Satisfaction Campaign: P33  
[MM/DD/YYYY]

## ANTI-THEFT CUSTOMER SATISFACTION CAMPAIGN

### Ignition Cylinder Protector

This notice applies to your [Model Year] Hyundai [Model] vehicle, VIN: XXXXXXXXXXXXXXXXXXXX

Dear <FirstName LastName,>

We write in relation to the trend of vehicle thefts involving Hyundai vehicles that has been fueled by social media over the last several years.

In response to this trend, we engineered a software upgrade that addresses the social media theft method and made it available to owners of eligible models free of charge at authorized Hyundai dealers since early 2023. If you are an owner of an eligible model and have not already obtained this software upgrade (Campaign 993), please visit [www.hyundaiusa.com/anti-theft](http://www.hyundaiusa.com/anti-theft) or call 1-855-371-9460 to schedule an appointment with your local authorized Hyundai dealer. You can find a list of vehicle models eligible for the software upgrade by visiting [www.hyundaiusa.com/anti-theft](http://www.hyundaiusa.com/anti-theft).

**REMINDER: IF YOU HAVE ALREADY RECEIVED THE SOFTWARE UPGRADE, PLEASE REMEMBER TO ALWAYS USE THE VEHICLE'S KEY FOB AFTER YOU EXIT THE VEHICLE TO LOCK THE VEHICLE AND ARM THE SOFTWARE.**

### NOW AVAILABLE: ANTI-THEFT IGNITION CYLINDER PROTECTOR

In addition to the anti-theft software, we've developed a new **zinc-reinforced ignition cylinder protector hardware upgrade** that can be installed at the ignition cylinder location to provide additional protection against the social media theft method. Because your Hyundai vehicle with the VIN listed above ("Subject Vehicle") was not factory-equipped with an engine immobilizer and was previously eligible for the software upgrade, you are now eligible until March 31, 2027 to have the ignition cylinder protector installed — if you request it — **at no cost** to you through an authorized Hyundai dealership.

Please visit [www.autoservice.hyundaiusa.com/ignitionprotector](http://www.autoservice.hyundaiusa.com/ignitionprotector) or call your preferred local authorized Hyundai dealer to schedule an appointment to request to have the ignition cylinder protector installed on your vehicle on or before March 31, 2027, at no cost to you. You may also call 1-855-371-9460 (press or say 2) to be connected to the nearest dealer to schedule an installation appointment (please specifically mention that you are requesting installation of an "ignition cylinder protector").

If an authorized Hyundai dealer cannot or will not schedule an appointment for installation of the ignition cylinder protector by March 31, 2027, you may contact Hyundai directly at the web portal available at <https://owners.hyundaiusa.com/us/en/contact-us/create-new-case> before March 31, 2027 and, upon such contact, be eligible to have the ignition cylinder protector installed at no cost beyond the initial eligibility period.

### CONSUMER COMPENSATION

Additionally, if you are a consumer whose Subject Vehicle was equipped with the software upgrade at the time of a theft or attempted-theft incident that occurred on or after April 29, 2025, or you can provide documentation to show that you had an appointment scheduled to receive the software upgrade at the time of a theft or attempted-theft incident that occurred on or after April 29, 2025, then you may be entitled to compensation for certain theft and attempted-theft related expenses. To receive compensation, you must submit a valid claim by March 31, 2027.

For more information about your eligibility and how to submit a valid and timely claim, please visit: [www.HKMultistateimmobilizersettlement.com](http://www.HKMultistateimmobilizersettlement.com).

**YOU ARE ONLY ELIGIBLE FOR CONSUMER COMPENSATION IF YOUR VEHICLE QUALIFIES FOR THE SOFTWARE UPGRADE AND YOU (1) ALREADY HAD THE SOFTWARE UPGRADE INSTALLED, OR (2) YOU HAD A PENDING APPOINTMENT TO RECEIVE THE SOFTWARE UPGRADE AT THE TIME OF THE THEFT OR ATTEMPTED THEFT.**

Thank you for your attention to this matter and for your continued interest in Hyundai.

Very truly yours,

VP, Customer Satisfaction

Case ID: 251202044



Hyundai Motor America  
P.O. Box 2704  
Huntington Beach, CA 92647

Customer Satisfaction Campaign: P33



## IMPORTANT CUSTOMER SATISFACTION CAMPAIGN

If you are a vehicle lessor, please ensure that you forward a copy of this notice to the lessee within a timely manner.

### **No longer own this vehicle?**

You received this notification because our records indicate you are the current owner of this vehicle. These records are based primarily on state registration and title data.

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner.



Kia America, Inc.

Corporate Headquarters

111 Peters Canyon Road, Irvine, CA 92606-1790 USA

DATE

Dear Kia Vehicle Owner:

We write in relation to the trend of vehicle thefts involving Kia vehicles that has been fueled by social media over the last several years.

In response to this trend, we engineered a **software upgrade** that addresses the social media theft method and made it available to owners of eligible models free of charge at authorized Kia dealers since 2023. If you are an owner of an eligible model and have not already obtained this software upgrade, please contact your local Kia dealer to schedule an appointment. To find your nearest dealer, visit [www.kia.com](http://www.kia.com) and click the "Find Dealer" button in the upper right corner ("Dealers" on a mobile device). You can find a list of vehicle models eligible for the software upgrade by visiting <https://customercare.kiausa.com/SWLD>.

***IF YOU HAVE ALREADY RECEIVED THE SOFTWARE UPGRADE, AS A REMINDER, PLEASE REMEMBER TO ALWAYS USE THE VEHICLE'S KEY FOB TO ENSURE THAT THE VEHICLE IS LOCKED, AND THE SOFTWARE IS ARMED AFTER YOU EXIT THE VEHICLE.***

**NOW AVAILABLE: ANTI-THEFT IGNITION CYLINDER PROTECTOR**

In addition to the anti-theft software, we've developed a new **zinc-reinforced ignition cylinder protector hardware upgrade** that can be installed at the ignition cylinder location to provide additional protection against the social media theft method. Because your Kia vehicle ("Subject Vehicle") was not factory-equipped with an engine immobilizer and was previously eligible for the software upgrade, you are eligible until March 31, 2027, to have the ignition cylinder protector installed—if you request it—at **no cost** to you through an authorized Kia dealership. Please visit [www.kia.com](http://www.kia.com) and click the "Find Dealer" button ("Dealers" on a mobile device) to schedule an appointment with your preferred local authorized Kia dealer to have the zinc-reinforced ignition cylinder protector installed on your vehicle on or before March 31, 2027, at no cost to you. If you have more than one Kia vehicle, you can verify which vehicle this notice pertains to by visiting <https://customercare.kiausa.com/SWLD>.

If an authorized Kia dealer cannot or will not schedule an appointment for installation of the ignition cylinder protector by March 31, 2027, you may contact Kia Customer Care online at [kia.com](http://kia.com) (Owners>Contact Us) or call 800.333.4Kia(4542) before March 31, 2027, and, upon such contact, be eligible to have the ignition cylinder protector installed beyond the initial eligibility period, at no cost to you.

**CONSUMER COMPENSATION**

Additionally, if you are a consumer whose Subject Vehicle was equipped with the software upgrade at the time of a theft or attempted-theft incident that occurred on or after April 29, 2025, or you can provide documentation to show that you had an appointment scheduled to receive the software upgrade at the time of a theft or attempted-theft incident that occurred on or after April 29, 2025, then you may be entitled to compensation for certain theft and attempted-theft related expenses. To receive compensation, you must submit a valid and timely claim by March 31, 2027.

For more information about your eligibility and how to submit a valid and timely claim, please visit [www.HKMultistateimmobilizersettlement.com](http://www.HKMultistateimmobilizersettlement.com). If you have any questions, you may contact 800.333.4Kia(4542).

***YOU ARE ONLY ELIGIBLE FOR CONSUMER COMPENSATION IF YOUR VEHICLE QUALIFIES FOR THE SOFTWARE UPGRADE AND YOU (1) ALREADY HAD THE SOFTWARE UPGRADE INSTALLED, OR (2) YOU HAD A PENDING APPOINTMENT TO RECEIVE THE SOFTWARE UPGRADE AT THE TIME OF THE THEFT OR ATTEMPTED THEFT.***

Thank you for your attention to this matter and for your continued interest in Kia.

Very truly yours,

Customer Care Department

CS2303A

Case ID: 251202044

# ATTACHMENT B

# ATTACHMENT B

## ANTI-THEFT CUSTOMER SATISFACTION CAMPAIGN

### Ignition Cylinder Protector

#### This is an important Manufacturer's Service Campaign.

- Please contact your nearest Hyundai dealer to schedule this procedure.
- The service campaign will be performed on your vehicle at **NO CHARGE** to you.
- To locate your nearest Hyundai dealer and schedule your appointment, please call or visit:

**1-855-371-9460** or [www.hyundaiusa.com/campaignhome](http://www.hyundaiusa.com/campaignhome)

This notice applies to your [Model Year] Hyundai [Model] vehicle, VIN: XXXXXXXXXXXXXXXXXXXX

Dear <FirstName LastName,>

Hyundai is conducting a service campaign to install a zinc-reinforced ignition cylinder protector hardware upgrade and corresponding anti-theft decals on **certain 2011 – 2017 model year Accent, 2013 – 2014 model year Elantra Coupe, 2011 – 2012 model year Elantra Touring, 2011 – 2012 model year Genesis Coupe, 2011 – 2012 model year Santa Fe, and 2011 – 2012 model year Veracruz vehicles. This ignition cylinder protector will further secure your vehicle against risk of theft.** Our records indicate that your vehicle is affected by this campaign and was previously unable to accept the software upgrade solution under Service Campaign 993.

#### Background

There has been a coordinated campaign on social media to highlight ways for thieves to circumvent existing security features on certain model year Hyundai vehicles. Thieves are targeting vehicles without push-button ignitions and engine immobilizing anti-theft devices. There is no malfunction or safety defect with your vehicle. The ignition cylinder protector solution is for affected owners with turn-key ignition model vehicles that cannot accept the software.

#### What will Hyundai do?

Your Hyundai dealer will install an ignition cylinder protector assembly and anti-theft decals. **Notice:** If your vehicle is equipped with an ignition key ring light, installation of the ignition cylinder protector will require removal of the ignition key ring light.

This procedure will be performed at **NO CHARGE** to you.

#### What should you do?

**Please contact your nearest Hyundai dealer to schedule this procedure.**

The actual time required to perform this procedure on your vehicle will take less than one hour, however, your vehicle may be needed longer. To schedule an appointment with your preferred Hyundai dealer:

1. Visit [www.hyundaiusa.com/campaignhome](http://www.hyundaiusa.com/campaignhome)
2. Enter your 17-digit Vehicle Identification Number ("VIN") from the top of this letter and click the "Search" button.
3. Click the "Schedule Appointment" button and follow the onscreen prompts.

We encourage you to promptly schedule this procedure. If an authorized Hyundai dealer cannot or will not schedule an appointment for installation of the ignition cylinder protector, you may contact Hyundai directly at the web portal available at <https://owners.hyundaiusa.com/us/en/contact-us/create-new-case> to resolve the issue and have the ignition cylinder protector installed at no cost.

#### Additional information

If you require further assistance, you may contact **Hyundai Motor America at 1-855-371-9460**. To better assist you during your call, please use the last 8 characters of your VIN (the **bold** characters in the VIN at the top of this letter).

Thank you for your attention to this important service procedure. We encourage you to take action promptly and sincerely apologize for any inconvenience this may have caused.

Hyundai Motor America

Case ID: 251202044



Hyundai Motor America  
P.O. Box 2704  
Huntington Beach, CA 92647

Hyundai Campaign Number: 9A5




## IMPORTANT SERVICE CAMPAIGN

If you are a vehicle lessor, please ensure that you forward a copy of this notice to the lessee within a timely manner.

### Have you previously paid for this repair?

If you have previously paid for a repair that addresses the problem described in this letter, you may be eligible for a reimbursement. To submit for reimbursement:

1. Visit [www.hyundaiusa.com/campaignhome](http://www.hyundaiusa.com/campaignhome)
2. Click this icon in the top right of the webpage: 
3. Click "Contact Us"
4. Click the "Campaign Reimbursement" tile and follow the onscreen directions to submit.

You can also call to obtain additional information at **1-888-498-0390**.

### No longer own this vehicle?

You received this notification because our records indicate you are the current owner of this vehicle. These records are based primarily on state registration and title data.

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner.

Case ID: 251202044



Kia America, Inc.  
Sender Address Line 1  
Sender Address Line 2

FIRST CLASS  
MAIL  
US POSTAGE  
PAID  
Permit# \_\_\_\_\_

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

Kia America, Inc.

Case ID: 251202044

**REMINDER: ANTI-THEFT IGNITION CYLINDER PROTECTOR AVAILABLE FREE OF CHARGE**

This notification is a reminder that Kia has developed a **zinc-reinforced ignition cylinder protector hardware upgrade** that can be installed at the ignition cylinder location to provide additional protection against the current social media theft trend. Our records indicate that your Kia vehicle is eligible for, but has not yet received, the ignition cylinder protector. Prior notifications stated that this modification had to be performed by July 1, 2025, but you are now eligible until March 31, 2027, to have the ignition cylinder protector installed—if you request it—**at no cost** to you through an authorized Kia dealership.

Please visit [www.kia.com](http://www.kia.com) and click the “Find Dealer” button (“Dealers” on a mobile device) to schedule an appointment with your preferred local authorized Kia dealer to have the zinc-reinforced sleeve installed on your vehicle on or before March 31, 2027, at no cost to you. If an authorized Kia dealer cannot or will not schedule an appointment for installation of the ignition cylinder protector by March 31, 2027, you may contact Kia Customer Care online at [kia.com](http://kia.com) (Owners>Contact Us) or call 800.333.4Kia(4542) on or before March 31, 2027, and upon such contact, you will be eligible to have it installed at no cost. Visit this web portal to see the status of your vehicle’s modification when you input your 17-digit Vehicle Identification Number: <https://customer.kiausa.com/SWLD>

Kia America, Inc.

Case ID: 251202044