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[EXEMPT FROM FILING FEES  
UNDER GOV. CODE, § 6103]

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF ORANGE

14 **THE PEOPLE OF THE STATE OF  
CALIFORNIA,**

15 Plaintiff,

16 v.

17 **HYUNDAI MOTOR AMERICA,  
18 HYUNDAI MOTOR COMPANY,  
HYUNDAI MOTOR NORTH AMERICA,  
19 HYUNDAI MOTOR MANUFACTURING  
ALABAMA, HYUNDAI AMERICA  
20 TECHNICAL CENTER  
INCORPORATED, KIA CORPORATION,  
21 KIA AMERICA, INC., and KIA  
GEORGIA, INC.,**

22 Defendants.  
23

Case No. 25CV471131

**[PROPOSED] FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

24  
25 The People of the State of California (“People”), appearing through their attorney, Rob  
26 Bonta, Attorney General of the State of California, by Deputy Attorney General Holly C.  
27 Mariella, and Hyundai Motor America, Hyundai Motor Company, Hyundai Motor North  
28 America, Hyundai Motor Manufacturing Alabama, Hyundai America Technical Center

1 Incorporated, Kia Corporation, Kia America, Inc., and Kia Georgia, Inc. (collectively,  
2 “Defendants”), appearing through their attorney, Daniel Suvor of O’Melveny & Myers LLP,  
3 having stipulated to the entry of this Judgment by the Court without the taking of proof and  
4 without trial or adjudication of any fact or law, without this Judgment constituting evidence of or  
5 an admission by Defendants regarding any issue of law or fact alleged in the Complaint, without  
6 Defendants admitting any liability regarding allegations of violations that occurred prior to entry  
7 of this Judgment, and with all parties having waived their right to appeal from the Judgment, and  
8 the Court having considered the matter and good cause appearing,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10 **I. PARTIES AND JURISDICTION**

- 11 1. Plaintiff is the People of the State of California.
- 12 2. Hyundai Motor America (also referred to as Hyundai Motor North America) is a  
13 California corporation with its principal place of business in Fountain Valley, California.
- 14 3. Hyundai Motor Company is a foreign corporation with its principal place of  
15 business in Seoul, South Korea.
- 16 4. Hyundai Motor Manufacturing Alabama is a Delaware corporation with its  
17 principal place of business in Montgomery, Alabama.
- 18 5. Hyundai America Technical Center Incorporated is a Michigan corporation with  
19 its principal place of business in Superior, Michigan.
- 20 6. Kia Corporation is a foreign corporation with its principal place of business in  
21 Seoul, South Korea.
- 22 7. Kia America, Inc. is a California corporation with its principal place of business in  
23 Irvine, California.
- 24 8. Kia Georgia, Inc. is a Delaware corporation with its principal place of business in  
25 West Point, Georgia.
- 26 9. At all relevant times, Defendants transacted business in the County of Orange and  
27 elsewhere in the State of California.
- 28

10. This Court has jurisdiction over the subject matter of this lawsuit and over all parties to this action, and venue is proper in this Court.

11. This Judgment is entered into pursuant to and subject to California Business and Professions Code sections 17200 et seq. and 17500 et seq.

## II. DEFINITIONS

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

12. “Claims Administrator” means Angeion Group, LLC.

13. “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 Unfair Competition Law, Business and Professions Code section 17200 *et seq.* (the “UCL”), and the False Advertising Law, Business and Professions Code section 17500 *et seq.* (the “FAL”).

14. For purposes of Section III, Paragraph 41 of this Judgment, “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.

15. “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.

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

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

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

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

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

11          21. “The People” shall mean Plaintiff, the People of the State of California.

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

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

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

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

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

8           27. “State UDAP Laws” refers to the Unfair Competition Law, Business and  
9 Professions Code section 17200 *et seq.* (the “UCL”), and the False Advertising Law, Business  
10 and Professions Code section 17500 *et seq.* (the “FAL”).

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

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

18           30. “Total Loss” refers to any of the following situations:

- 19           • The Subject Vehicle has been wrecked, destroyed, or damaged so badly as a  
20 result of the Qualifying Theft (excluding pre-existing damage) that it is  
21 objectively uneconomical to repair the Subject Vehicle (*i.e.*, repair costs would  
22 be at least 70% of the fair market value of the Subject Vehicle, as measured by  
23 the Black Book value for a comparable private party vehicle in average  
24 condition), as established by objectively reliable documentation, such as an  
25 insurer notification, auto service station, a verifiable third-party estimate, repair  
26 receipts, or comparable documentation showing the condition of the Subject  
27 Vehicle following the Qualifying Theft. For documents to be objectively  
28 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

1 received via the sale. If the Subject Vehicle was donated or sold, the tax-  
2 deductible donation value or sale amount will be discounted from the claimed  
3 loss. For example, if the fair market value of the Subject Vehicle, as measured  
4 by the Black Book value for a comparable private party vehicle in average  
5 condition is \$5,500 and the tax-deductible receipt or sales documentation shows  
6 a donated value or paid amount of \$500, the claimed loss for the value of the  
7 vehicle can be a maximum of \$5,000. A copy of a tax-deductible receipt is  
8 required if the Subject Vehicle was donated as is proof of sale and payment  
9 received (such as DMV vehicle transfer form).

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

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

### 25 **III. INJUNCTIVE RELIEF**

26 In accordance with sections 17203 and 17535 of the California Business and Professions  
27 Code:

28 32. 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.

33. 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.

1           34.     In the event Hyundai or Kia, or both, wish to use other technology they represent  
2 is equivalent to Engine Immobilizers, they shall notify the People no less than two (2) months  
3 before offering or selling vehicles equipped with such equivalent technology and shall cooperate  
4 with States' requests for more information. This provision is included solely for the purpose of  
5 giving the People notice of changes to Hyundai and Kia antitheft features. It is not intended to  
6 (nor does it) provide the People with approval authority over such changes. This provision will  
7 sunset five (5) years after the Effective Date of this Judgment.

8           35.     Hyundai and Kia shall make Zinc Sleeves available for Subject Vehicles in  
9 accordance with Section III, Paragraphs 36 to 46 of this Judgment.

10          36.     Once Zinc Sleeves have been manufactured for Subject Vehicles and made  
11 available to local dealerships in sufficient quantities to meet expected demand, Hyundai and Kia  
12 shall send notice to all consumers who currently own or lease a Software Upgrade-eligible  
13 Subject Vehicle of the availability of the Zinc Sleeve and that installation can be scheduled  
14 through an authorized Hyundai or Kia dealership and installed at no cost. The language to be  
15 used in the written notice has been agreed to by Hyundai, Kia, and the MEC States and is  
16 reflected in Attachment A to this Judgment. Hyundai and Kia shall also provide a reminder  
17 notice to all consumers who currently own or lease a previously Zinc Sleeve-eligible Subject  
18 Vehicle. The language to be used in the written reminder notice has been agreed to by Hyundai,  
19 Kia, and the MEC States and is reflected in Attachment B to this Judgment. The method of  
20 transmittal for this reminder notice shall be reasonably calculated to inform consumers of the  
21 availability of the Zinc Sleeve and may consist of a combination of email, postcards, or standard  
22 mail at Hyundai's and Kia's discretion.<sup>1</sup>

23          37.     Upon request, Hyundai and Kia (as applicable) shall provide the People with the  
24 names and addresses of all consumers with mailing addresses in California who received a notice  
25 or reminder notice pursuant to Section III, Paragraph 36, and those consumers who previously  
26

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



1 received notice regarding the availability of the Zinc Sleeve within six months of the Effective  
2 Date of this Judgment as referenced in footnote 1.

3 38. Consumers who purchased or leased a Subject Vehicle shall have a 1-year period,  
4 beginning from the date Hyundai and Kia send the notice discussed in Section III, Paragraph 36,  
5 to have the Zinc Sleeve installed in their Subject Vehicle at no cost to consumers. Hyundai and  
6 Kia will allow a grace period of 30 days after the end of this 1-year period to accommodate the  
7 scheduling of any installation appointments made in the last days of the 1-year period. The 30-  
8 day grace period shall not be noticed to consumers. The notice discussed in Section III,  
9 Paragraph 36 shall inform consumers that if an authorized dealer cannot or will not schedule an  
10 appointment for installation of the Zinc Sleeve within the 1-year period, the consumer can contact  
11 Hyundai or Kia directly within the 1-year period to resolve the problem and upon such contact  
12 with Hyundai or Kia shall be eligible to have the Zinc Sleeve installed at no cost and beyond the  
13 1-year period.

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

18 40. After the expiration of the 1-year period and grace period discussed in Section III,  
19 Paragraph 38, and while supplies last, Hyundai and Kia shall consider continuing to make Zinc  
20 Sleeves reasonably available to consumers who purchased or leased a Subject Vehicle and who  
21 schedule installation of the Zinc Sleeve through an authorized Hyundai or Kia dealership in  
22 exchange for payment of a reasonable cost by the consumer for the installation.

23 41. For Eligible Consumers, Hyundai and Kia shall pay reasonable theft-related  
24 expenses in amounts up to \$4,500 per claim for a Total Loss, up to \$2,250 for a Partial Loss, and  
25 Reasonable Attempted Theft Expenses in an amount up to \$375 per claim. To receive  
26 compensation under this Paragraph, Eligible Consumers must complete, sign, and submit (either  
27 online or by mail) a claim form to the Claims Administrator that presents reliable evidence of  
28 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 III, Paragraph 38.

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.

42. 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 Judgment.

43. 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 Judgment.

44. 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 Judgment.

1           45.     Hyundai and Kia shall provide reports on the theft-related data discussed in  
2 Section III, Paragraph 44 to States upon request and cooperate with the States' requests for  
3 information relevant to Subject Vehicle thefts, consumer complaints, and Kia and Hyundai's  
4 compliance with the terms of this settlement. This provision will sunset five (5) years after the  
5 Effective Date of this Judgment.

6           46.     Hyundai and Kia shall report to the MEC States monthly data relating to uptake  
7 figures for Subject Vehicles that have received the Software Upgrade or Zinc Sleeve. Upon  
8 request, Hyundai and Kia (as applicable) shall provide the People with the names and addresses  
9 of all consumers with mailing addresses in California who have or have not had the Zinc Sleeve  
10 installed in their Subject Vehicle pursuant to the terms of this Judgment. This provision will  
11 sunset five (5) years after the Effective Date of this Judgment.

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

15          48.     Hyundai and Kia shall fulfill the terms of this Judgment, but nothing herein shall  
16 prevent Hyundai or Kia from fulfilling their obligations to comply with this Judgment through the  
17 actions of one or more of the Released Parties, or with assistance of third parties who are not  
18 Released Parties. However, regardless of whether one or more of the Released Parties, or third  
19 parties so assist the Released Parties, it is solely the Released Parties' responsibility to ensure that  
20 the obligations of this Judgment are satisfied.

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

#### 23                               **IV.     PAYMENT TO THE STATES**

24          50.     Hyundai and Kia shall pay a collective total of four and a half million dollars  
25 (\$4,500,000) to the MWG States. Payment shall be made by Hyundai and Kia within sixty (60)  
26 calendar days of receiving written payment processing instructions for each MWG state from the  
27 MEC. Said payment shall be used by the Attorneys General for such purposes that may include,  
28 but are not limited to, attorneys' fees and other costs of investigation and litigation, or to be

1 placed in, or applied to, the consumer protection law enforcement fund, including future  
2 consumer protection enforcement, consumer education, litigation or local consumer aid fund or  
3 revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted  
4 by state law, at the sole discretion of each Attorney General. Payment distribution among the  
5 Multistate Working Group will be determined by the MEC.

6 51. Pursuant to the amount designated by the MEC, of the \$4,500,000 referenced in  
7 Section IV, Paragraph 50, the California Attorney General's Office shall receive \$612,570.14. Of  
8 this amount, \$10,000 will be paid to the Orange County Auto Theft Task Force for the  
9 reimbursement of costs incurred in supporting the investigation leading to this judgment. The  
10 remainder will be allocated in accordance with Section 17206 of the California Business and  
11 Professions Code.

## 12 V. RELEASE

13 52. In exchange for the injunctive relief and full payment of the amount due under  
14 Section IV of this Judgment, the People release and discharge the Released Parties from all civil  
15 and administrative claims, causes of action, damages, fines, penalties, restitution, disgorgement,  
16 requests for injunctive relief, or similar remedies, and liabilities and monetary impositions of any  
17 nature as well as costs, expenses, and attorney's fees, whether known or unknown, suspected or  
18 unsuspected, accrued or unaccrued, asserted or unasserted, whether legal, equitable, statutory,  
19 regulatory, or administrative that the People could have brought under the Unfair Competition Law,  
20 Business and Professions Code section 17200 *et seq.* (the "UCL"), and the False Advertising Law,  
21 Business and Professions Code section 17500 *et seq.* (the "FAL") related to the Covered Conduct  
22 the People were, or reasonably should have been aware of, that occurred prior to the Effective Date  
23 ("Released Claims"). Nothing in this Section shall be construed to limit the ability of the People to  
24 enforce the obligations that the Released Parties have under this Judgment. Nothing in this Section  
25 is intended to allow for the release of claims brought by any person or entity if the Attorney General  
26 lacks power and authority under California law to release claims of that person or entity as to the  
27 state claim at issue.  
28

53. Notwithstanding any term of this Judgment, the following do not comprise Released Claims:

- a. Claims for negligence and/or violations of public nuisance laws brought by the People of the State of California that are currently pending, or that may be asserted in relation to, *People of the State of California v. Hyundai Motor Company et al.*, Case No. 37-2023-00011527-CU-NP-CTL (Cal. Super. Ct., San Diego Cnty.);
- b. State or Federal antitrust violations;
- c. State or Federal securities violations;
- d. State or Federal tax violations;
- e. Private rights of action, including any claims consumers have or may have on an individual or class basis under the UCL or the FAL against any person or entity, including the Released Parties;
- f. 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;
- g. Claims of state or federal environmental liability;
- h. Criminal liability;
- i. Claims for property damage;
- j. Any other civil or administrative liability that any person or entity, including the Released Parties, has or may have to the State of California and any subdivision thereof, not covered by the release in Section V, Paragraph 52; and
- k. Any claims, other than Released Claims, related to the Covered Conduct.

## VI. NOTICES

54. Any notices required to be sent to the People or Kia or Hyundai by this Judgment shall be sent by electronic mail to the following addresses:

For Kia:	For Hyundai:	For the People:
DANIEL SUVOR dsuvor@omm.com 400 S. Hope St., 19th Fl. Los Angeles, CA 90071 Phone: (213) 430-6000	DANIEL SUVOR dsuvor@omm.com 400 S. Hope St., 19th Fl. Los Angeles, CA 90071 Phone: (213) 430-6000	JON WORM Supervising Deputy Attorney General jon.worm@doj.ca.gov HOLLY C. MARIELLA

1 Fax: (213) 430-6407	2 Fax: (213) 430-6407	Deputy Attorney General
3 RICHARD HOLM	DOUG BISHOP	holly.mariella@doj.ca.gov
4 rholm@kiausa.com	10550 Talbert Ave.	Consumer Protection Section
5 111 Peters Canyon Road	Fountain Valley, CA 92708	Office of the Attorney
Irvine, CA 92606 USA	dbishop@hmausa.com	General
949.343.9540 (cell phone)	T: 714-965-3104	455 Golden Gate Ave, Suite
		11000
		San Francisco, CA 94102

## 7 VII. GENERAL TERMS

8 55. The MEC acknowledges that all costs associated with the injunctive relief outlined  
9 in Section III constitute restitution for damage or harm allegedly caused by the potential violation  
10 of a law and/or an amount paid to come into compliance with the law (consistent with Section  
11 162(f) of the Internal Revenue Code as amended).

12 56. Upon or before entry of this Judgment, Hyundai and Kia shall provide the People  
13 with their W-9 forms. Hyundai and Kia shall also cooperate in the People's completion of Internal  
14 Revenue Service Form 1098-F by providing any additional necessary information the People  
15 request.

16 57. The terms of this Judgment shall be governed by the laws of the State of California.

17 58. The Parties will bear their own costs and attorneys' fees except as otherwise  
18 provided in this Judgment.

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

27 60. The Parties expressly acknowledge and agree that nothing shall prevent the People's  
28 enforcement rights associated with this Judgment.

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

6           62.     No part of this Judgment shall create a private cause of action or confer any right on  
7 any third party for enforcement of this Judgment or violation of any federal or state statute. This  
8 Judgment and its contents are not intended for use by any third party for any purpose, including  
9 submission to any court for any purpose.

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

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

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

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

26          67.     If any portion of this Judgment is held invalid by operation of law, the remaining  
27 terms of this Judgment shall not be affected and shall remain in full force and effect.  
28

1           68.     This Judgment shall not be construed as an approval by the Attorney General of  
2     Hyundai's or Kia's business practices, nor shall Hyundai or Kia represent that this Judgment  
3     constitutes an approval of its business practices.

4           69.     This Judgment and each of its constituent provisions were jointly drafted by counsel  
5     for the Parties and any ambiguities herein shall not be construed against either Party.

6           70.     The terms of this Judgment may be modified only by a subsequent written  
7     agreement signed by all the Parties.

8           71.     This Judgment shall not be construed to waive any claims of sovereign immunity  
9     that California may have in any action or proceeding.

10          72.     Nothing in this Judgment shall be deemed to create any right in a nonparty to enforce  
11     any aspect of this Judgment or claim any legal or equitable injury for a violation of this Judgment.  
12     The exclusive right to enforce any violation or breach of this Judgment shall be with the Parties to  
13     this Judgment.

14          73.     The Court shall retain jurisdiction of this matter for purposes of enforcing this  
15     Judgment. The People may make such application as appropriate to enforce or interpret the  
16     provisions of this Judgment or, in the alternative, maintain any action within the People's legal  
17     authority for such other and further relief as is proper and necessary for the enforcement of this  
18     Judgment. The Parties agree that, in any action brought by the People to enforce the terms of this  
19     Judgment, the Court shall have the authority to award equitable relief, including specific  
20     performance.

21          74.     The failure of a Party to exercise any rights under this Judgment shall not be deemed  
22     to be a waiver of any right or any future rights.

23          75.     Hyundai and Kia understand that if Hyundai or Kia has committed a violation of  
24     this Judgment, the People may initiate legal proceedings against Hyundai or Kia for any and all  
25     violations of this Judgment.

26          76.     For the purposes of resolving disputes with respect to compliance with this  
27     Judgment, if the People have a reasonable basis to believe that Hyundai and/or Kia engaged in a  
28     practice that violates a provision of this Judgment subsequent to the Effective Date, then the People



1 shall notify Hyundai and/or Kia, as applicable, in writing of the specific concern, identify the  
2 provision(s) of this Judgment that the practice appears to violate, and give Hyundai and/or Kia, as  
3 applicable, fifteen (15) business days to respond to the notification; provided, however, that the  
4 People may take action without any such notice if the People believe that, because of the specific  
5 practice, a threat to the health or safety of the public requires immediate action. Upon receipt of  
6 written notice from the People, Hyundai and/or Kia, as applicable, shall provide a good-faith  
7 written response to the People's notification, containing either a statement explaining why it  
8 believes it is in compliance with the Judgment, or a detailed explanation of how the alleged  
9 violation occurred and a statement explaining how it intends to remedy the alleged violation. Upon  
10 giving Hyundai and/or Kia, as applicable, fifteen (15) business days from receipt of the notice to  
11 respond, the People shall also be permitted reasonable access to inspect and copy relevant, non-  
12 privileged, non-work product records and documents in the possession, custody, or control of  
13 Hyundai and/or Kia that relate to its compliance with each provision of this Judgment. If the People  
14 make or request copies of any documents during the course of that inspection, the People will  
15 provide a list of those documents to Hyundai and/or Kia, as applicable. Hyundai and Kia  
16 understand that the People may initiate legal proceedings against Hyundai or Kia for any and all  
17 violations of this Judgment, but only after providing Hyundai and/or Kia, as applicable, an  
18 opportunity to respond to the notification described in this Paragraph. Nothing in this Judgment  
19 shall be construed to limit in any way the People's ability to otherwise demand information under  
20 applicable law, including the People's subpoena power under Government Code Section 11180, *et*  
21 *seq.*

22 77. Each Party shall perform such further acts and execute and deliver such further  
23 documents as may reasonably be necessary to carry out this Judgment.

24 ORDERED AND ADJUDGED at Santa Ana, California.

25  
26 DATED: \_\_\_\_\_

27 \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

1 **Approved As To Form:**

2 Dated: 12/5/25

ROB BONTA, Attorney General of the State  
of California

3  
4 

5 By: Holly C. Mariella  
6 Deputy Attorney General  
7 *Attorney for Plaintiff*  
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1 **Approved As To Form:**

2 For Kia:

3  
4 By:

5 

6 Greg Silvestri


7 Vice President of Service & Aftersales Operations, Kia America, Inc.

8 Date: 12/04/2025

1 **Approved As To Form:**

2 For Hyundai:

3 By:

4   
5 \_\_\_\_\_  
6 Doug Bishop

Assistant General Counsel, Executive Director, Litigation for Hyundai Motor America

7 Date: 12/04/2025  
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1 **Approved As To Form:**

2 For Kia and Hyundai:

3  
4 By:



5  
6 Daniel Suvor  
O'Melveny & Myers LLP, S.B.N 265674

7 Date: 12/04/2025  
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**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: XXXXXXXXXXXXXXXXX

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





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

**ATTACHMENT B**

**ATTACHMENT B**



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

Hyundai Campaign Number: 9A5  
[MM/DD/YYYY]

## 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: XXXXXXXXXXXXXXXXX

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



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.



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.

**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://customercare.kiausa.com/SWLD>