BBB National Programs ("BBB National Programs") is a nonprofit organization providing independent and impartial dispute resolution services to resolve disputes between a business and its customers.

Hyundai Motor America ("HMA") has agreed to participate in an arbitration process administered by BBB National Programs to resolve appeals from claims denied by the Settlement Administrator as provided by the class action settlement in the case of In re: Hyundai and Kia Engine Litigation II, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.) ("E2 Class Action Settlement").

You can find more information about the class action and settlement agreement at the following link: HyundaiEngineClassSettlement.com.

Arbitration in this program is available only to settlement class members whose claims have been denied compensation or benefits in whole or in part by HMA or its Settlement Administrator under the class action settlement. The arbitrator’s authority is limited to deciding whether a claimant is entitled to compensation or benefits under the terms of the class action settlement, and the decision of the arbitrator is final and binding on both parties.

This document describes the arbitration process and includes the arbitration rules.

Attached you will find:

- A Summary of Eligibility and Remedies that provides an overview of arbitration eligibility and remedies that may be awarded by the arbitrator under the class action settlement. This summary also identifies documents that you need to submit in support of your claim. Please review the class action settlement for full details as to eligibility, remedies and required documentation.

- An arbitration request form with instructions.
Required notice to HMA before filing for arbitration

The class action settlement requires that claimants must provide written notice to HMA’s Settlement Administrator within 30 days of the final determination, prior to filing for arbitration. After receipt of written notice, HMA will have a 30-day good faith period in which HMA can confer with the claimant in an attempt to resolve the claim. If HMA notifies the Claimant it declines to engage in this conferral or the claim cannot be resolved during this period, Claimant shall be permitted to initiate arbitration proceedings within thirty (30) days of HMA’s declination to engage in conferral or HMA notifying the Claimant that it stands by its final determination during the good faith period, whichever comes first.

You may submit the required notice by contacting HMA’s Settlement Administrator at HyundaiEngineClassSettlement.com or sending the notice to: PO Box 20830, Fountain Valley, CA 92728.

How do I contact BBB National Programs?

You can reach BBB National programs by calling 1.800.246.2808 or through our website at https://bbbprograms.org/programs/all-programs/arbitration-under-class-action-settlements-program.

All documents, correspondence, notices and requests for records should be sent to BBB National Programs, Inc. at 1676 International Drive, Suite 550, McLean, VA 22102. Documents and case-related information also may be faxed to BBB National Programs at 703-247-9700.

Please include your case number on all documents submitted.

Beginning the process

You must complete the arbitration request form and submit it to BBB National Programs with any required documentation.

It is important that you submit complete information about your request for compensation or benefits as required by the class action settlement. Should you encounter difficulty obtaining information, please let us know.
What is arbitration?

Arbitration under this program is an informal process in which a settlement class member and HMA present their positions to an impartial third party, an arbitrator. The specific issues the arbitrator is asked to consider will be outlined in a document called the Agreement to Arbitrate, which will be drafted by BBB National Programs as described in the attached arbitration rules.

The arbitration will take place by written submission from the parties unless the arbitrator determines that a telephonic hearing is also needed to decide the case.

The arbitrator will review the written testimony and evidence, and oral testimony if there is a telephone/video hearing, and will issue a written decision that the arbitrator deems fair and falls within the arbitrator’s authority under the arbitration rules and the terms of the class action settlement. As noted above, the arbitrator’s decision is binding on both HMA and the settlement class member.

Who is the arbitrator?

Arbitrators are attorneys or other persons with arbitration experience who are interested in the fair and expeditious resolution of consumer disputes. They are trained and certified by BBB National Programs.

A single arbitrator will be assigned to decide your claim. Your arbitrator will be neutral and will be selected in a manner to avoid any conflict of interest. Prior to the arbitration we will provide you with a biography with the arbitrator’s qualifications and background.

What will happen at the hearing?

For hearings conducted by document review—the arbitrator will issue a decision based only on the written submissions of the parties. Initial positions will be exchanged between the parties for rebuttal comments prior to being sent to the arbitrator.

For hearings conducted by telephone conference call, both parties will have the opportunity to present their positions orally and may also submit written evidence to the arbitrator.

Suggestions for preparing your case:

Any written submissions should be clear, concise, and supported by relevant documentation.
Please submit to BBB National Programs a copy of all documents and testimony you wish the arbitrator to consider. **Please include all documents that are required to support your claim under the terms of the class action settlement.**

If you have relevant witnesses, please contact them and ask them to provide a written statement or oral testimony (for telephone hearings). You are responsible for your witnesses’ submission of evidence.

Documentation and testimony from both parties should provide the arbitrator with all arguments and evidence you believe are relevant to the disputed compensation or benefit you are seeking under the settlement.
1. DEFINITIONS

The following list defines key words as they are used in these Rules:

A. “Arbitration” means the process in which an impartial person hears and decides disputes between a Settlement Class Member and HMA relating to the denial of compensation or benefits under the terms of the Class Action Settlement.

B. “BBB National Programs” means BBB National Programs, Inc., administrator of the Arbitration.

C. “Claimant” means a Settlement Class Member whose claim for compensation or benefits under the terms of the Class Action Settlement has been denied by HMA.

D. “Class Action Settlement” means the agreement by the parties in resolution of In re: Hyundai and Kia Engine Litigation II, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.).

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

F. “Dispute Resolution Specialist” means the BBB National Programs staff person assigned to help you resolve your dispute.
G. “Exceptional Neglect” for non-Extended Warranty purposes and for Claims requiring a Qualifying Repair, Qualifying Failure, and/or Qualifying Fire means (i) an evaluation of available service records and/or submitted documentation suggests a lack of maintenance or care \( (i.e., \text{outside of factory maintenance and care specifications}), \text{e.g.}, \) a repair order or service records noting engine oil sludge, engine coolant in oil, oil that smells burnt, an old oil filter (noted to be on the engine for greater than 20,000 miles), very low levels of drained oil, or other similar indicia of neglect, and (ii) service records demonstrate unacceptable gaps in regular oil changes as described below. HMA will bear the diagnostic costs associated with establishing Exceptional Neglect.

H. “HMA” means Hyundai Motor America, Inc.

I. “Knock Sensor Detection Software” or “KSDS” refers to the engine monitoring technology developed by Defendants that, with software innovations, leverages existing hardware on the subject Class Vehicles to continuously monitor engine performance for symptoms that may precede connecting rod bearing failure and engine failure that is being offered as a software update to Class members free of charge pursuant to the product improvement campaigns referenced herein.

J. “KSDS Installation Neglect” means the failure of a Settlement Class member to have the KSDS installed within 150 days of June 7, 2023. This term of KSDS Installation Neglect applies to a subsequent owner of a Class Vehicle even if the previous owner of the vehicle failed to timely obtain the KSDS unless the subsequent owner provides evidence \( (\text{e.g.}, \) a bill of sale) that the Class Vehicle was purchased by the subsequent owner at an authorized Hyundai or Kia dealership after the KSDS was available for the Class Vehicle.

K. “Parties” means the Claimant and HMA.

L. “Qualifying Repair” refers to any completed repair, replacement, diagnosis, or inspection of the Class Vehicle engine performed to address the following documented symptoms: hole-in-block \( (i.e., \) the connecting rod punctures a hole in the engine block), engine seizure (unrelated to pre-existing oil consumption issues), or engine fire (see “Qualifying Fire”), but excluding (i) Exceptional Neglect, (ii) KSDS Installation Neglect, (iii) where the repairs were plainly unrelated to the engine short block manufacturing issues (for example, a stall caused directly by a timing chain, fuel pump, oxygen sensor, turbocharger, or the electrical system), or (iv) an investigation or inspection revealed an unrelated cause (for example, oil consumption issues that are not the causal result of connecting rod bearing failure). For Claimants who obtained repair, replacement, diagnosis, or inspection of their Class Vehicles’ engine at authorized Hyundai or Kia dealerships, “Qualifying Repair” will cover such work where it was performed to address symptoms associated with connecting rod bearing failure where the vehicles received a diagnosis of (1) abnormal bearing noise according to HMA’s and KA’s inspection protocols, (2) stall caused by seizure with a failed
Bearing Clearance Test, or (3) P1326 warning light, subject to the limitations described in (i)–(iv) above.

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

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


P. “Settlement Administrator” means the third-party administrator appointed by the court for HMA in the E2 Class Action Settlement.

Q. “Settlement Class Member(s)” has the same meaning as that term is defined in the E2 Class Action Settlement.

R. “We” and “Us” means BBB National Programs.
S. “You” means the Parties involved in the dispute being arbitrated.

2. SCOPE OF ARBITRATION

Arbitration is limited to disputes filed by or on behalf of a Claimant to appeal the denial of the following under the terms of the Class Action Settlement:

A. Repair Reimbursements. Except in cases of Exceptional Neglect, to the extent any Class members obtained a Qualifying Repair on or before June 7, 2023, and within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever came first, for a Class Vehicle, the Class Member will be entitled to full reimbursement of expenses incurred for the Qualifying Repair portions listed on a Proof of Qualifying Repair (e.g., excluding non-engine repairs and services such as brake pads, tires, etc.) minus any reimbursement previously received, regardless of whether the Class member was an original owner, lessee or subsequent purchaser.

If the repair was completed at a third-party repair shop, the shop must be a verified business entity with a business address, a working phone number, and online reviews.

Reimbursements shall be provided to Claimants even if warranty coverage was initially denied for a Qualifying Repair on the grounds that it was necessitated by a failure to properly service or maintain the vehicle.

Except in cases of Exceptional Neglect, Claimants who (i) presented a Class Vehicle to a HMA dealership, (ii) were denied an in-warranty repair prior to receiving notice of the Settlement, and (iii) obtained their Qualifying Repair elsewhere, are also entitled to claim an additional $150 goodwill payment.

B. Repair-Related Transportation and Towing Reimbursements. Except in cases of Exceptional Neglect or KSDS Installation Neglect, to the extent any Claimant incurs transportation and towing expenses reasonably related to timely obtaining a Qualifying Repair—which if occurring after June 7, 2023, the Qualifying Repair must be from a Hyundai authorized dealership—within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever comes first, minus any reimbursement previously received:

- full reimbursement of any towing expenses reasonably related to obtaining a Qualifying Repair, and
if a loaner vehicle was not originally provided by HMA, reimbursement of actual expenses, up to $80 per day, for rental car, ride-sharing, or other transportation expenses.

Claimants must show that they obtained the towing services, rental car, ride-share, and other transportation services from a verified business entity with a business address, a working phone number, and online reviews.

This expense is limited to no more than 15 business days before delivery of the vehicle to the dealership or third-party repair shop for the Qualifying Repair, and up to three (3) business days after the Claimant was notified that their vehicle was ready to be picked up.

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

D. Incidentals for Qualifying Failure or Qualifying Fire. Except in cases of Exceptional Neglect or KSDS Installation Neglect, to the extent any Claimant incurs certain expenses reasonably related to experiencing a Qualifying Failure or Qualifying Fire within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever comes first, the Claimant shall be entitled to, minus any amount previously received:

- full reimbursement of any towing expenses reasonably related to a Qualifying Repair, including towing the vehicle home, to a repair facility, or to an insurance yard, and
- if the Qualifying Failure or Qualifying Fire occurred within 150 miles of the Claimant’s nearest residence at the time, reimbursement of actual costs up to $125 for transportation expenses incurred on the day of the Qualifying Failure or Qualifying Fire, or, if the Qualifying Failure or Qualifying Fire occurred more than 150 miles away from the Claimant’s nearest residence at the time, reimbursement of actual costs for transportation, lodging, and reasonable meal expenses incurred as a result of the Qualifying Failure or Qualifying Fire for a maximum of three days of up to $300 for the first day, up to $200 for the second day, and up to $100 for the third day.
E. Loss of Value for Certain Sold or Traded-In Vehicles. Except in cases of Exceptional Neglect, Claimants who: (i) experienced a Qualifying Failure or Qualifying Fire within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever came first, before June 7, 2023, and (ii) sold or traded-in the Class Vehicle before June 7, 2023 without first procuring the recommended repair, will be entitled to $150 and reimbursement by HMA of the baseline Black Book value (i.e., wholesale used vehicle value) of the sold or traded-in Class Vehicle at the time of loss minus actual amount received in an arm’s length negotiation from the sale or trade-in.

If the actual amount received from the sale or trade-in is nominal, e.g., in a straw sale, or the Class member donated their Class Vehicle, reimbursement will be calculated using an actual amount received value of $500.

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

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

G. Qualifying Failure or Qualifying Fire Rebate. Except in the cases of Exceptional Neglect or KSDS Installation Neglect, to the extent any Claimant, after June 7, 2023:

- loses faith in their Class Vehicle as a result of this Settlement;
- experienced a Qualifying Failure or Qualifying Fire within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever comes first;
- sells the Class Vehicle in an arm's-length transaction; and
- purchases a replacement HMA vehicle from authorized HMA dealerships, then,

the Claimant may present a claim for a rebate pursuant to the terms provided in the Settlement Agreement, and the rebate shall be calculated according to the terms provided in the Settlement Agreement.
Claim Denials Based on KSDS Installation Neglect:

For Claims that receive a denial on final determination after sixty (60) days following the Final Approval Date based on KSDS Installation Neglect, under no circumstances shall purported lack of notice excuse KSDS Installation Neglect and such final determinations are not eligible for appeal or entitled to arbitration.

For Claims that receive a denial on final determination within sixty (60) days following the Final Approval Date, however, where a Claimant is disputing a determination of KSDS Installation Neglect and was the owner of the Class Vehicle as of June 7, 2023, we will first ask the Claimant for copies of the relevant registration cards and a list of his, her, or their residential addresses and email addresses since 2020, which Claimants must supply within fourteen (14) days. If HMA is able to attest that:

- notice of the applicable product improvement campaign or recall, Settlement Notice, or Pamphlet was sent to at least one of Claimant’s residential addresses or email addresses,
- KSDS was not installed within the timeframe described in section I.Q of the Settlement Agreement, and
- the Class Vehicle was not at a dealership since the applicable campaign or recall launched such that it should have received the KSDS update for the relevant timeframe, then arbitration shall resolve in HMA’s favor without the usual written submission process.

For Claims that receive a denial on final determination within sixty (60) days following the Final Approval Date, where a Claimant is disputing a determination of KSDS Installation Neglect and claims his ownership of the vehicle started after June 7, 2023, arbitration will resolve in HMA’s favor if HMA is able to attest that (i) KSDS was not installed within the timeframe described in section I.Q of the Settlement Agreement, and (ii) the Class Vehicle was not at a dealership since the applicable campaign or recall launched such that it should have received the KSDS update for the relevant timeframe.

3. SETTLEMENT

The Dispute Resolution Specialist may assist in efforts to resolve your dispute prior to arbitration if requested by the parties. If you and the HMA representative agree to a settlement, please inform your Dispute Resolution Specialist as soon as possible.

If both parties voluntarily decide to settle the dispute at any time before a decision is made by the arbitrator, the settlement will end the dispute and no decision will be made by the arbitrator.
The Dispute Resolution Specialist will send each party a letter detailing the terms of the settlement.

4. **AGREEMENT TO ARBITRATE**

The Dispute Resolution Specialist shall prepare an Agreement to Arbitrate that lists the remedy sought by the Claimant.

The Agreement to Arbitrate shall include only the issues that fall within the scope of the Class Action Settlement and these *Rules*.

The Agreement to Arbitrate shall be sent to the parties along with the notice setting the initial deadline by which parties should submit their initial written positions, documentation, and any other evidence. If the Agreement to Arbitrate does not correctly describe the dispute you wish to address at the arbitration, immediately inform your Dispute Resolution Specialist.

The compensation sought by the Claimant must be within the scope of the Class Action Settlement, as outlined in these *Rules*. Remedies not provided for in the Class Action Settlement, such as punitive damages, allegations of fraud or claims for personal injury or mental anguish, shall not be arbitrated.

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

5. **SELECTING YOUR ARBITRATOR**

BBB National Programs maintains a pool of arbitrators who have been trained and certified by BBB National Programs. Arbitrators do not necessarily have mechanical or legal expertise.

BBB National Programs shall select the arbitrator in a procedure designed to avoid any conflict of interest and provide the parties with a neutral arbitrator. If a known financial, competitive, professional, family, or social relationship exists with any party (even if the arbitrator believes
the relationship is so minor that it will have no effect on the decision), it shall be revealed to the parties and either party may request an alternative arbitrator.

If the arbitrator believes he or she cannot make an impartial decision in your case, he or she shall refuse to serve as an arbitrator. BBB National Programs reserves the right to reject an arbitrator for any reason(s) it believes will affect the credibility of the program.

6. COMMUNICATING WITH THE ARBITRATOR

You or anyone representing you shall not communicate in any way with the arbitrator about the dispute.

All communication with the arbitrator must be sent through the Dispute Resolution Specialist. Violation of this rule compromises the impartiality of the arbitration process and may result in your case being discontinued.

7. REPRESENTATION & COSTS

You may present your own case or have someone represent you at your own expense (including Class Counsel representing the named plaintiffs and the Class in the Class Action Settlement if they agree to do so).

If your representative is a lawyer, you must give the lawyer’s name, address and telephone number to BBB National Programs at least 10 days before the telephonic hearing, if one is scheduled. Your Dispute Resolution Specialist will notify the other party to give it an opportunity to obtain a lawyer.

HMA will cover the arbitration fees, unless the arbitrator finds that the Claimant’s claims were brought in bad faith as described in Section III.C.8 of the Settlement Agreement. HMA will not bear the costs of the Claimant’s attorneys’ fees, if any.

8. HEARING FORMAT

Most hearings will be conducted by document review.

Hearings may also be conducted by telephone if the arbitrator determines that one is needed. We will set a date and time for the telephonic hearing and will send you notice of that date at least 10 days in advance of the hearing.
If an emergency prevents you from attending the hearing, call BBB National Programs at 1.800.246.2808 prior to the scheduled hearing time. We will decide if it can be rescheduled.

We reserve the right to make a final determination as to the time and date for the hearing.

9. PROCEDURES FOR DOCUMENT REVIEW HEARINGS

For hearings conducted by document review, the arbitrator will issue a decision based on written information that the parties have provided. We will send a notice setting an initial deadline for the parties to submit their initial written positions, documentation, and any other evidence they wish the arbitrator to consider. We will exchange both parties’ initial written submissions and provide the parties with an opportunity to submit responses. We will send a notice setting a final deadline for responses to the initial submissions. You will be sent notice of final deadline at least 10 days in advance of the deadline date. After the final deadline date, no further information will be accepted or provided to the arbitrator.

10. PROCEDURES FOR TELEPHONE HEARINGS

Oath of participants

The parties and witnesses shall be placed under oath. Attorney representatives are not required to be placed under oath.

Presentation of case

Each party will be given an opportunity to make a presentation of its case and hear the other party’s presentation. Parties may present witnesses and evidence in support of their case, and shall have the opportunity to explain or rebut information presented by the other party. Parties may also question the other parties, their witnesses and their evidence. After everyone has presented his or her case, each party will be given an opportunity to make a closing statement.

You may present your case without being restricted by courtroom rules of evidence. However, you should be sure your evidence is relevant to the case.

The arbitrator may limit a party’s presentation if the arbitrator believes it is repetitious or irrelevant.
No new or additional evidence may be submitted after the hearing unless requested by the arbitrator.

**Submission of documents and taped/recorded evidence**

Parties should submit any written documents or evidence they wish to rely on to the Dispute Resolution Specialist at least three days before the hearing. If submitted timely, we will make every effort to provide this information to the other party and the arbitrator before the hearing.

If you have a witness who cannot attend the hearing, you may present that person’s written statement to the arbitrator. You must submit a copy to the Dispute Resolution Specialist to share with the other party and the arbitrator.

Please inform the Dispute Resolution Specialist at least five days prior to the hearing if you will submit any taped or digitally recorded evidence for the hearing. The Dispute Resolution Specialist will make arrangements for this information to be provided to the other party and the arbitrator.

Before the arbitrator makes a decision, a party may ask the arbitrator for a reasonable number of days to respond to a written statement, document or taped/recorded evidence presented by the other party that was not shared prior to the telephone hearing. The arbitrator may grant the request at his or her discretion.

**Failure to appear at telephonic hearing**

If one party does not attend a hearing after receiving proper notice, the arbitrator will proceed with the hearing and receive evidence from the other party. The party who did not attend the hearing will be given the opportunity to present a position in writing within the time limits set by the Dispute Resolution Specialist. If that party’s position is received in a timely manner, the Dispute Resolution Specialist will send a copy to the other party for comments before providing it to the arbitrator. If the absent party does not submit a response within the set time limits, the arbitrator may make a decision without that party’s position.

11. **RECORD OF HEARING**

BBB National Programs will maintain basic file information including documents and other evidence presented by the Parties. Copies of these materials and official arbitration forms
relating to your case will be given to you upon request. A reasonable copying fee may be charged.

12. **ARBITRATOR REQUEST FOR NEW OR ADDITIONAL EVIDENCE**

The arbitrator may request new or additional evidence at any time before a decision is made. The arbitrator will specify a deadline for submission of that evidence to BBB National Programs. The arbitrator may also request that new/additional evidence be presented at a telephone hearing, if necessary. With the exception of the photographs described in section III.C.7 of the Settlement Agreement, the arbitrator may not consider supporting documents from the Claimant that were both (1) not submitted previously to Hyundai prior to initiating arbitration proceedings and (2) are suspected of being fraudulent.

New or additional evidence requested by the arbitrator must be received by BBB National Programs within the time period specified by the arbitrator. The Dispute Resolution Specialist will send a copy of any new/additional evidence submitted by one party to the other party with a request for a response within a specified time period. Both the new/additional evidence and any timely response shall be submitted by the Dispute Resolution Specialist to the arbitrator.

When the arbitrator is satisfied that all testimony and evidence have been presented, your hearing will be closed.

13. **TIME LIMITS**

We shall make every effort to obtain a decision in your case within 60 days from the time your claim is filed.

14. **THE DECISION**

When the arbitrator has reached a decision in your case, all parties will receive a written decision accompanied by the arbitrator’s reasons for the decision. We will not read a decision to a party over the phone.

A. **Scope of Decision**

A decision shall be one that the arbitrator considers fair and falls within the arbitrator’s authority under these *Rules* and the terms of the Class Action Settlement. The arbitrator’s decision shall be binding on both parties.
B. Relief That May Be Awarded

The arbitrator may award to the Claimant any compensation or benefits to which the Claimant is entitled under the terms of the Class Action Settlement and the Agreement to Arbitrate.

If the decision requires that HMA provide compensation or benefits to the Claimant, performance shall be required as set forth in the class action settlement.

C. Clarifying the Decision

You may request that the arbitrator clarify a decision if you do not understand what action is required by the decision, or if you and the other party disagree about what action is required by the decision.

You may not ask the arbitrator to clarify the reasons for a decision. A request for clarification will not be accepted if it attempts only to challenge the conclusions of the arbitrator or reargue your case.

A request for clarification must be in writing and received by the BBB National Programs before the time performance is required under the decision.

An appropriate request for clarification of the decision will be sent to the other party for response. We will send your clarification request and any response to the arbitrator, who may either clarify the decision or let the decision stand as written. Before making a decision on the clarification request, the arbitrator may request a telephone conference with all parties.

D. Correcting the Decision or Reasons for Decision

You may request correction of the decision or reasons for decision only if the decision or reasons contain a mistake of fact, contain a miscalculation of figures, or exceed the arbitrator’s authority – as defined below.

A mistake of fact is not a conclusion of the arbitrator with which you disagree; it is a true error in an objective fact such as a date, time, place or name, and may justify correction only if it concerns the essence of the decision.

A miscalculation of figures is not a dollar figure you consider to be unfair; it is an arithmetic error.
The arbitrator has exceeded his or her authority if the award does not fall within the arbitrator’s authority under these Rules or the terms of the Class Action Settlement.

A request for correction of a decision must be in writing and received by BBB National Programs before the time performance is required by the decision.

If your written statement to us is an appropriate request for correction, it will be handled in the same manner as a clarification request.

E. Decision is Impossible to Perform or to Perform on Time

If any party believes the arbitrator’s decision cannot be performed within the established time limit or at all, that party should immediately inform us in writing. We will process your submission in the same manner as a request for clarification.

The arbitrator may request additional evidence or do anything necessary to confirm or deny the claim of impossibility of performance. If the arbitrator confirms such impossibility, the original decision may then be changed to include any remedy falling within the scope of these Rules.

If HMA has exceeded the time for performance specified in the decision, the Claimant should notify us in writing. We will immediately contact HMA and attempt to determine the reasons for its noncompliance.

F. Mathematical Errors/Correction

BBB National Programs reserves the right to correct obvious mathematical errors in the decision and/or obvious errors in the description of any person, thing or monetary amount.

G. Suspending the Time to Perform

If a party submits to us a written statement relating to clarification, correction or impossibility of performing the decision, the time for performance of the decision shall be suspended until the issue is resolved.

H. After the Decision is Issued

BBB National Programs will send the arbitrator’s decision to the Claimant and HMA. Once the decision has been issued:
• The parties will be bound to abide by the decision and comply with its terms.
• If HMA fails to perform according to the arbitrator’s decision, the Claimant should notify BBB National Programs, who will then notify Class Counsel and HMA’s Counsel.

15. **TIMELY OBJECTIONS**

Any failure to follow these *Rules* that may significantly affect the independence, impartiality or fairness of the arbitration process should be brought to the attention of the BBB National Programs at the earliest opportunity.

Any party raising such objections should attempt to document the specific harm cause by the failure to follow these *Rules*. We may request that party put its objection in writing. We will make a final decision on the appropriate action to be taken if we determine a failure to follow these *Rules* has significantly affected the independence, impartiality or fairness of the arbitration process.

16. **CONFIDENTIALITY OF RECORDS**

It is our policy that records of the dispute resolution process are private and confidential.

BBB National Programs will not release the results of an individual case to any person or group that is not a party to the arbitration unless all parties agree or unless such release is required by state law or regulation or pertinent to judicial or governmental administrative proceedings. This provision shall not apply to Class Counsel, as the class action settlement requires HMA to provide Class Counsel with copies of all communications concerning any arbitration review.

BBB National Programs may use information in our records to conduct general research, which may lead to the publication of aggregate data but will not result in the reporting or publication of any personal information provided to us by a party.

17. **LEGAL PROCEEDINGS/EXCLUSION OF LIABILITY**

In submitting to arbitration under these *Rules*, the parties agree that the arbitrator shall not be subpoenaed by either party in any subsequent legal proceeding.

The parties further agree that BBB National Programs (including its employees) and/or the arbitrator shall not be liable for any act or omission in connection with any Arbitration.
18. INTERPRETATION OF RULES/RIGHT TO DISCONTINUE ARBITRATION

BBB National Programs reserves the right, consistent with applicable state or federal law and the Class Action Settlement, to make the final decision on procedural questions, the scope of the issues to be arbitrated, eligibility of a claim for arbitration, and any other questions concerning the application and interpretation of these Rules.

BBB National Programs at all times reserves the right to discontinue or decline administration of arbitration for any case(s) due to the behavior of a party or a conflict with the Class Action Settlement or any state or federal law or regulation.