



**National
Programs**

Arbitration Under Class
Action Settlements

Program Rules: HMA PANORAMIC SUNROOF CLASS ACTION SETTLEMENT

Pursuant to the settlement of a class action lawsuit concerning factory-equipped panoramic sunroofs on certain 2010 - 2016 model year Hyundai vehicles, Hyundai Motor America ("HMA") is making BBB AUTO LINE arbitration available to Settlement Class members.

You can find more information about the lawsuit and settlement agreement at the link below:
<https://www.panoramicsunroofsettlement.com/>

This BBB AUTO LINE arbitration process is only available to resolve such disputes. Before seeking arbitration through BBB AUTO LINE, Class Vehicle Owners must have submitted claims directly to the Settlement Administrator.

The arbitration program described below is administered by BBB National Programs, Inc. under the BBB AUTO LINE Arbitration Rules as modified to incorporate the terms of the Class Settlement Agreement in this case.

The arbitrator's authority in these claims is limited solely to deciding (1) whether the Class Vehicle owner and Claim are eligible for arbitration under the Class Settlement Agreement, (2) whether the Class Vehicle owner is entitled under the terms of the Class Settlement Agreement, to the reimbursement or compensation requested.

The decision of the BBB AUTO LINE arbitrator is final and binding on both parties.

What is BBB AUTO LINE?

BBB AUTO LINE is a dispute resolution program administered by BBB National Programs, Inc. to settle motor vehicle warranty disputes as an alternative to court.

BBB AUTO LINE does not charge any fees to consumers. To protect impartiality, funding for staff and administrative of BBB AUTO LINE are committed in advance by the participating manufacturers. BBB AUTO LINE staff and arbitrators are independent of manufacturers that participate in BBB AUTO LINE and perform no duties for these manufacturers other than providing impartial dispute resolution services.

If you are a Settlement Class member who requested reimbursement from HMA for Out-of-Pocket expenses related to the panoramic sunroof, or compensation from HMA related to the panoramic sunroof and your request has not been resolved to your satisfaction, this document will tell you about the BBB AUTO LINE program and how it can help you resolve your dispute.

Please read all of the information sent to you. You will receive a Customer Claim Form along with a letter that tells you how to complete it. The attached BBB AUTO LINE Arbitration Rules

as modified ("BBB AUTO LINE Rules" or "Rules") describe the claims that are eligible for arbitration and the remedies that may be awarded in arbitration.

How do I contact BBB AUTO LINE?

You can reach BBB AUTO LINE by calling 1.800.955.5100 or through our website at bbbautoline.org. All documents, correspondence, notices, and requests for records should be sent to BBB AUTO LINE, BBB National Programs, 1676 International Drive, Suite 550, McLean, VA 22102. Documents and case-related Information also may be faxed to BBB AUTO LINE at 703-247-9700. Please include your case number on all documents submitted.

Beginning the process:

We send written information to each Settlement Class Member explaining the program and the requirements to open a claim in BBB AUTO LINE.

We will investigate, gather, and organize information necessary for a fair and expeditious resolution of your dispute. It is important that you submit complete information about your vehicle request for reimbursement. Should you encounter difficulty obtaining information, please share your concern with us.

What is arbitration?

Arbitration under the Class Settlement Agreement is an informal process in which HMA and a Settlement Class member in a dispute present their positions in writing to an impartial third-party arbitrator. The arbitration shall take place by written submission with a telephonic hearing to occur if the arbitrator determines it is needed. The arbitrator reviews the written testimony and evidence, and oral testimony if a telephonic hearing occurs, and makes a decision that he or she deems fair and falls within the BBB AUTO LINE Rules applicable to the Class Settlement Agreement.

The arbitrator's authority is defined by the BBB AUTO LINE Rules and the Class Settlement Agreement. The specific issues the arbitrator is asked to consider will be outlined in a document called the Agreement to Arbitrate that will be consistent with the BBB AUTO LINE Rules and the Class Settlement Agreement. The outcome of the arbitration process is a written decision that is binding on both parties. While each party to arbitration believes strongly in the merits of his or her case, only one party can prevail.

Who is the arbitrator?

BBB AUTO LINE arbitrators are attorneys or other persons with arbitration experience, who are interested in the fair and expeditious resolution of consumer disputes. They are trained by BBB National Programs to conduct arbitrations and make decisions in accordance with the BBB AUTO LINE Rules.

The arbitrator will not necessarily have automotive expertise. We will provide a biography with the arbitrator's qualifications and background prior to arbitration. A single arbitrator will be assigned to decide your claim. Your arbitrator will not be an employee or agent of either party. The arbitrator will have no direct involvement in the manufacture, distribution, sale, or service of any product. The arbitrator will be selected in an impartial manner and sign an oath. If the arbitrator believes that he or she cannot make an unbiased decision, he/she will refuse to serve.

What will happen at the hearing?

In most instances, the arbitrator will Issue a decision based only on the written submissions of the Class Vehicle owner and HMA. Initial positions will be exchanged between the parties for rebuttal comments prior to being sent to the arbitrator. If the arbitrator requests it, a telephonic hearing may be held, in which the Class member and HMA will present their cases by phone. Remember, the arbitrator will be using only your written position and evidence to make a fair decision. If a telephonic hearing occurs, the arbitrator will also consider relevant testimony presented at the hearing. You should be prepared to convince the arbitrator.

Arbitrators may not have technical expertise, so your presentation may be more productive if you can use "layperson's" terms to describe what happened to your vehicle.

Suggestions for preparing your case:

As the arbitrator will Issue a decision based only on written submissions unless the arbitrator determines a telephonic hearing is necessary, your written testimony should be clear, concise, and supported by relevant documentation.

Documentation/Testimony

Please submit to BBB AUTO LINE a copy of all documents and testimony you wish the arbitrator to consider.

Contact potential witnesses and ask them to provide a written statement. You are responsible for your witnesses' submission of evidence.

Documents that might be useful include:

- Sales agreement
- Vehicle's warranty information
- Vehicle's repair/service and maintenance records
- Correspondence and receipts from the parties, dealers, agents, or representatives
- Other documents that may support your case, e.g., receipts, payment statements, etc.

What will the arbitrator consider?

You should provide written testimony and evidence about the following:

- The existence of the vehicle problems upon which you are basing your case
- Why you believe the problems are the responsibility of HMA under the Class Action Agreement
- Why you believe you have not contributed to the cause of the problems

The HMA representative should also address these Issues from HMA's perspective.

BBB AUTO LINE Arbitration Rules Modified for the HMA Panoramic Sunroof Class Action Settlement

1. DEFINITIONS

The following list defines key words as they are used in these Rules. For the purposes of this Agreement, the terms:

- A. "Arbitration" means the process in which an impartial person hears and decides disputes under the Class Settlement Agreement between and by Agreement of HMA and a Settlement Class Member.
 - B. "BBB" means a Better Business Bureau that administers certain aspects of the BBB AUTO LINE program.
 - C. "BBB AUTO LINE" means the out-of-court forum administered by BBB National Programs to resolve disputes between consumers and vehicle manufacturers or distributors, under the BBB AUTO LINE Arbitration Rules modified to incorporate the terms of the Class Settlement Agreement.
 - D. "BBB National Programs" refers to the administrator of the BBB AUTO LINE program, with offices in McLean, VA.
 - E. "Claim" is a request for reimbursement under this settlement.
 - F. "Claim Form" is a form used to request reimbursement (i.e., make a Claim) under this settlement.
 - G. "Class" refers to all owners and lessees of Class Vehicle who purchased or leased the Class Vehicle in the United States as of February 25, 2019, excluding the territories, and all persons who bought or leased a Class Vehicle while on active military duty in the Armed Forces of the United States as of February 25, 2019. Excluded from the Class are all claims for death, personal injury, property damage, and subrogation. Also excluded from the Class are HMA; any affiliate, parent, or subsidiary of HMA, any entity in which HMA has a controlling interest; any officer, director, or employee of HMA, any successor or assign of HMA, any judge to whom this Action is assigned, his or her spouse, and all persons within the third degree of relationship to either of them such as the spouses of such persons.
 - H. "Class Vehicles" refer to all 2010-2016 model year Hyundai vehicles that were factory-equipped with a panoramic sunroof, and which were bought or leased in the United States, excluding the territories, or abroad while a Class member was on active military duty. The Hyundai models within this definition are the (i) 2011-2016 model year Sonata Hybrid, (ii) 2010-2016 model year Tucson, (iii) 2012-2016 model year Sonata, (iv) 2012-2016 model year Veloster, (v) 2013-2016 Santa Fe, (vi) 2013-2016 Santa Fe sport, (vii) 2013-2016 Elantra GT, (viii) 2012-2016 model year Azera, and (ix) 2015-2016 model year Genesis.
 - I. "Notice Date" is April 26, 2019.
 - J. "Proof of Glass Breakage" shall be comprised of a Proof of Repair Expense or any other original or copy of any document(s) reasonably capable of showing that a breakage of a Class Vehicle's panoramic sunroof glass occurred — whether that breakage be described as shattering, cracking, fracturing, or otherwise.
 - K. "Proof of Repair Expense" shall be comprised of the original or a copy of any document(s) generated at or around the time expense was incurred for
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a Qualifying Repair that Identifies the Qualifying Repair's nature, date performed, and cost incurred by the Class member for the Qualifying Repair. For Class members who had the Qualifying Repair performed at a Hyundai dealership, the cost incurred by the Class member for Qualifying Repair shall be substantiated as follows:

- (1) Class members who paid for the Qualifying Repair with a credit card shall provide a repair receipt from the dealership showing their payment, a credit card receipt from the dealership, or a credit card statement showing a payment to the dealership.
 - (2) Class members who paid for the Qualifying Repair with a debit card or check shall provide a repair receipt from the dealership showing their payment, debit card receipt from the dealership, cleared check showing their payment to the dealership, or a bank statement showing a payment to the dealership.
 - (3) Class members who paid for the Qualifying Repair with cash shall provide a repair receipt from the dealership showing their payment or if they do not have such a repair receipt the Class member shall attest under penalty of perjury that they do not have a repair receipt from the dealership showing their payment and as to the specific dollar amount they paid in cash to the dealership. The Class member's attestation shall be cross-referenced against the dealership's records.
- L. "Proof of Repair-Related Expense" shall be comprised of the original or a copy of any document(s) generated at or around the time that expense was Incurred for a rental car, towing service, or other out-of-pocket expense in direct conjunction with obtaining a Qualifying Repair, and which identifies (i) the expense was incurred for a rental car, towing service, or other out-of-pocket expense, (ii) the date the expense was Incurred, and (iii) the dollar amount.
- M. "Qualifying Repair" refers to any type of repair, replacement, diagnosis, or inspection of a Class Vehicle necessitated by breakage of panoramic sunroof glass, subject to the clarifications and exclusions below — whether that breakage be described as shattering, cracking, fracturing, or otherwise - including not only repairs to the sunroof itself, but also to remedy any damage sustained to Class Vehicles as a result of the breakage, including to the exterior paint and interior. For clarity: Qualifying Repair does not refer to repairs for panoramic sunroof issues that are wholly unrelated to glass breakage, such as problems with water leaking into a vehicle cabin, a nonfunctioning motor affecting the opening or closing of the sunroof, or issues affecting the sunroof frame (unrelated to glass breakage). Exclusions: Qualifying Repair shall not include the repair, replacement, diagnosis, or inspection of a Class Vehicle necessitated by breakage of panoramic sunroof glass that was directly caused by the intentional application of force, intentional contact, or intentional impact by a foreign object or person on the panoramic sunroof glass.

2. SCOPE OF BBB AUTO LINE PANORAMIC SUNROOF ARBITRATION

A dispute falls within the jurisdiction of these Rules if the claim is filed by or on behalf of a Settlement Class Member in relation to the panoramic sunroof of a

Class Vehicle. Claims that relate to the panoramic sunroof of a Class Vehicle are as follows:

- claims concerning the appropriate amount to be reimbursed by HMA for a Qualifying Repair or other repair-related reimbursements;
- claims concerning compensation for Class members experience panoramic sunroof glass breakage;
- claims concerning the appropriate amount of compensation to be provided by HMA to those Class members who, due to lost confidence in their Class Vehicle's panoramic sunroof, traded-in their Class Vehicle as part of a purchase of a new Hyundai vehicle without a panoramic sunroof;
- claims concerning the amount of compensation to be paid by HMA to those Class members who, due to lost confidence in their Class Vehicle's panoramic sunroof, sold their Class Vehicle and purchased or leased a non-Hyundai vehicle without a panoramic sunroof.

3. AGREEMENT TO ARBITRATE

The Dispute Resolution Specialist shall prepare an Agreement to Arbitrate that lists the Out-of-Pocket Expenses that the Class member claims to have incurred to repair the panoramic sunroof defect for which the Class Member sought reimbursement, and/or the compensation related to the panoramic sunroof for which the Class member seeks payment, and which are to be arbitrated.

The Agreement to Arbitrate shall Include only the issues that fall within the Class Settlement Agreement and these Rules.

The Agreement to Arbitrate shall be provided to each party with the written hearing notice so each party may properly prepare its presentation. 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 remedies sought by each party must be within these Rules. The arbitrator has discretion to award any eligible remedy specified in these Rules. Remedies not specified in these Rules, such as punitive damages, allegations of fraud or claims for personal injury or mental anguish, shall not be arbitrated.

4. SELECTING YOUR ARBITRATOR

BBB AUTO LINE maintains a pool of individuals who are interested in the fair and expeditious resolution of consumer disputes. These persons have been trained and certified by BBB National Programs, Inc. ("BBB NP"). They do not necessarily have mechanical or legal expertise.

We shall select the arbitrator in a procedure designed to avoid any conflict of interest and to provide the parties with a neutral arbitrator to resolve the dispute. If a 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 may decide whether this arbitrator should serve in the case.

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

5. 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 result in your case being discontinued.

6. REPRESENTATION

You may present your own case or have someone represent you at your own expense.

If your representative is a lawyer, you must give the lawyer's name, address, and telephone number to us at least 10 days before the hearing. Your Dispute Resolution Specialist will notify the other party to give it an opportunity to obtain a lawyer.

7. HEARING NOTICE

In most cases, the arbitrator will issue a decision based on written information that the parties have provided. We will set a date (usually 25-35 days after the case is opened) by which parties must submit written positions, documentation, and any other evidence. Notice of this deadline for submissions will be sent to you at least 10 days in advance.

8. RECORD OF HEARING

BBB NP will maintain basic file information such as witness names and documents presented as evidence. Copies of these materials and other official arbitration forms relating to your case will be given to you upon request. A reasonable copying fee may be charged.

9. SETTLEMENT

If you and the HMA representative agree to a settlement, please inform your Dispute Resolution Specialist as soon as possible.

If all parties voluntarily decide to settle the dispute before the hearing, the settlement will end the dispute and no hearing will be held. The Dispute Resolution Specialist will send each party a letter detailing the terms of the settlement.

10. TIME LIMITS

We shall make every effort to obtain a decision in your case within 40 days from the time your claim is filed.

11. THE DECISION

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

A. Scope of Decision

A decision shall be binding on both parties and shall be one that the arbitrator considers fair and falls within the scope of these Rules and the terms of the Class Action Settlement Agreement.

B. Relief That May Be Awarded

1) Reimbursement for Qualifying Repairs

The arbitrator may award reimbursement for Qualifying Repairs.

Class members who have obtained and paid for a Qualifying Repair for a Class Vehicle may receive reimbursement by HMA for all reasonable expenses incurred by a Class member for a Qualifying Repair on a Class Vehicle if the arbitrator determines that the claim meets the following requirements:

- (a) Date of repair: the repair must have been before April 26, 2019.
- (b) Type of repair:
 - (1) Any repair, replacement, diagnosis, or inspection of a Class Vehicle that was necessary due to breakage of panoramic sunroof glass including not only repairs to the sunroof itself, but also to repair any damage sustained to Class Vehicles as a result of the breakage, including the exterior paint and interior. (Repair costs will not be reimbursed for repairs for panoramic sunroof issues that are wholly unrelated to glass breakage, nor will repair costs be reimbursed for repair of a Class Vehicle that was necessary due to breakage of panoramic sunroof glass that was directly caused by the intentional application of force, intentional contact, or intentional impact by a foreign object or person on the panoramic sunroof glass).
- (c) Timeliness of claim
 - (1) The Class member must submit a Claim no later than July 25, 2019;
 - (2) The Claim must contain a substantially completed Claim Form; and
 - (3) The Claim must contain a Proof of Repair Expense incurred by the Class member.
- (d) Within 60 days of receipt of the final determination of a Claim by HMA, any Class member dissatisfied with the determination may seek arbitration through a BBB administered alternative dispute resolution process by notifying HMA in writing that the Class member requests arbitration.

2) Reimbursement for Rental Car, Towing, or Other Repair Related Out-of-Pocket Expense

The arbitrator may award reimbursement by HMA to a Class member for reasonable expenses incurred by a Class member for a rental car, towing service, or other out-of-pocket expense reasonably related to obtaining a Qualifying Repair for a Class Vehicle, if the arbitrator determines that the claim satisfies the following requirements:

- (a) The Class member must submit a Claim after the later of (i) July 25, 2019 or (ii) 90 days after the date on which the expense is incurred;
 - (b) The Claim must contain a substantially completed Claim Form; and
 - (c) The Claim must contain a Proof of Repair Expense that reflects the rental car, towing, or other out-of-pocket expense that was incurred within 30 days of (i) the date of completion of the Qualifying Repair,
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- and/or (ii) the date on which the Class Vehicle was first presented for the Qualifying Repair.
- (d) Within 60 days of receipt of the final determination of a Claim by HMA, any Class member dissatisfied with the determination may seek arbitration through a BBB administered alternative dispute resolution process by notifying HMA in writing that the Class member requests arbitration.
- 3) **Lost Confidence for Class Members Experiencing Panoramic Sunroof Glass Breakage**
- (a) The arbitrator may award a \$200 payment from HMA to Class members who experienced shock, surprise, inconvenience, or some other harm as a result of a Class Vehicle's panoramic sunroof breaking while the Class member was inside the vehicle provided that all of the following requirements are met:
- (1) The panoramic sunroof glass breakage occurred before April 26, 2019;
 - (2) A claim is submitted no later than July 25, 2019;
 - (3) The Claim contains a completed Claim Form with an attestation by the Class member that the Class member experienced shock, surprise, inconvenience, or some other harm from the panoramic sunroof glass breakage while the Class member was inside the Class Vehicle; and
 - (4) The Claim must contain a Proof of Glass Breakage.
- (b) Payment shall be limited to one \$200 payment per glass breakage incident; in other words, the payment shall not be multiplied or increased based on the fact that multiple people, including passengers or bystanders, may have experienced or witnessed a single breakage Incident - only the registered owner or lessee of the Class Vehicle at the time of the breakage incident may recover the single \$200 payment.
- 4) **Lost Confidence Compensation for Class Members Who Purchased a New Hyundai Vehicle That Is Not Equipped with a Panoramic Sunroof**
- The arbitrator may award a \$1,000 trade-in rebate from HMA to Class members who after receiving notice of this settlement, lost confidence in their Class Vehicle's panoramic sunroof, and traded-in their Class Vehicle as part of a purchase of a new Hyundai vehicle from an authorized Hyundai dealership that is not equipped with a panoramic sunroof, If the arbitrator determines that the following requirements are met:
- (a) The Claim contains Proof of Lost Confidence Transaction that reflects that the trade-in transaction was completed after April 26, 2019 and by July 25, 2019.
 - (b) A Claim is submitted within 90 days of the date of the trade-in transaction;
 - (c) The Claim contains a completed Claim Form with a statement by the Class member that s/he lost confidence In the Class Vehicle's panoramic sunroof after receiving notice of this settlement and therefore, s/he traded-in the Class Vehicle; and
 - (d) Within 60 days of receipt of the final determination of a Claim by HMA, any Class member dissatisfied with the determination may seek
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arbitration through a BBB administered alternative dispute resolution process by notifying HMA in writing that the Class member requests arbitration.

5) Lost Confidence Compensation for Class members Who Purchased a Non-Hyundai vehicle.

The arbitrator may award compensation to the Class Member by HMA in an amount not to exceed \$600 provided that all of the following requirements are met:

- (a) The Class member sold the Class Vehicle after April 26, 2019 and by July 25, 2019;
- (b) The Class member purchased or leased another vehicle by July 25, 2019;
- (c) The newly purchased or leased vehicle is not a Hyundai vehicle, and it does not have a panoramic sunroof;
- (d) The sale of the Class Vehicle by the Class member occurred in an arms-length transaction;
- (e) The sale of the Class Vehicle was at a price that represents the fair market value of the Class Vehicle (i.e., a sale price of at least 80% of the Kelley Blue Book trade-in value for the vehicle year, make, and model, in fair condition, shall be presumed to be at fair market value);
- (f) The Class member can provide documentation of his/her sale of the Class Vehicle and his/her purchase of a non-Hyundai vehicle within the time frame set forth in (a) and (b) above, including dates and prices of each transaction; and a Claim Form with the above-required documentation is submitted within 30 days of the date of the Class Member's new purchase or lease of a non-Hyundai vehicle.

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 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 NP 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, a miscalculation of figures, or

exceeds 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 scope of the Rules.

A request for correction of a decision must be in writing and received by BBB NP 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 Class Member should notify us in writing. We will immediately contact HMA and attempt to determine the reasons for its noncompliance.

F. Post-decision settlement

If the parties agree on a resolution that differs from the decision rendered, they should notify the Dispute Resolution Specialist so he/she can draft a Post-Decision Settlement form, which will identify the terms of the agreement and modify or supersede the arbitrator's decision.

G. Mathematical errors/correction

We reserve the right to correct obvious mathematical errors in the decision and/or obvious errors in the description of any person, thing, or monetary amount.

H. 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.

I. After the decision is issued

We will send the arbitrator's decision to the Class member 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 Class Member should notify BBB NP, who will then notify counsel for the class and HMA.

J. Verification of Performance

All parties must do what the decision requires within the time limits set by the arbitrator.

Unless otherwise stated in the decision, the time for performance shall begin when HMA receives written notice of the decision, within ten days after the performance date, we shall contact the Class member to verify whether the decision has been performed.

12. 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 AUTO LINE 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.

13. CONFIDENTIALITY OF RECORDS

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

We 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.

We may use information in BBB AUTO LINE records to conduct general research, which may lead to the publication of aggregate demographic data but will not result in the reporting or publication of any personal information provided to us.

14. 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 the BBB (including its employees), the BBB NP (Including its employees), and/or the arbitrator shall not be liable for any act or omission in connection with any BBB AUTO LINE case.

15. INTERPRETATION OF RULES/RIGHT TO DISCONTINUE ARBITRATION

We reserve the right, consistent with applicable state or federal law and the Class Settlement Agreement, to make the final decision on procedural questions, the scope of the issues to be arbitrated, a Class member and claim's eligibility for arbitration, and any other questions concerning the application and interpretation of these Rules.

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