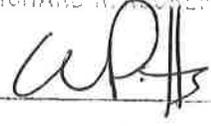


184
IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

FILED

2016 OCT 28 AM 9:08

RICHARD R. BOWEN, CLERK



D.C.

STATE OF TENNESSEE *ex rel.*
HERBERT H. SLATERY III,
ATTORNEY GENERAL AND REPORTER

Plaintiff,

v.

HYUNDAI MOTOR COMPANY;
HYUNDAI MOTOR AMERICA;
KIA MOTORS CORPORATION, INC.; and,
KIA MOTORS AMERICA, INC.

Defendants.

CASE NO. 16C 2881

AGREED FINAL JUDGMENT

Plaintiff, State of Tennessee, by and through Attorney General Herbert H. Slatery III, has brought this action pursuant to the provisions of the Tennessee Consumer Protection Act of 1977 ("TCPA"), Tenn. Code Ann. § 47-18-101 *et seq.*, against Defendants.

Plaintiff and Defendants, by and through their counsel, have agreed to the entry of this Agreed Final Judgment by this Court without trial or adjudication of any issue of fact or law and without admission of any wrongdoing or admission of any of the violations of the TCPA or any other law as alleged by Plaintiff. The Plaintiff and Defendants agree to the entry of this Agreed Final Judgment in order to avoid the expenses associated with further investigation or litigation.

Contemporaneous with the filing of this Agreed Final Judgment, Defendants are entering into similar agreements with the Attorneys General of the states listed in Section 4.10,

hereinafter collectively referred to as "States," and those agreements will be filed in a court of each respective state at or near the same time.

PRELIMINARY STATEMENT

WHEREAS, on November 2, 2012, Defendants announced the adjustment of the fuel economy estimates for certain model year 2011, 2012 and 2013 light-duty motor vehicles.

WHEREAS, on November 2, 2012, Defendants voluntarily initiated customer reimbursement programs for current and former owners who had purchased certain model year 2011, 2012 and 2013 vehicles that were the subject of the fuel economy estimate adjustments.

WHEREAS, on November 2, 2012, Defendants contacted the National Association of Attorneys General Auto Working Group to disclose information regarding their adjustment of certain fuel economy estimates and their respective customer reimbursement programs.

WHEREAS, a Multistate Working Group was formed to investigate Defendants' business practices relating to the fuel economy estimate adjustments. The State of Tennessee is a member of the Multistate Working Group.

WHEREAS, the Multistate Working Group has investigated Defendants' conduct addressed herein, and has obtained sufficient information to resolve its investigation of Defendants.

WHEREAS, Defendants have fully cooperated with the Multistate Working Group's investigation.

WHEREAS, Defendants deny the factual and legal allegations contained in the Complaint (with the exception of jurisdiction and venue) and maintain that they have been and continue to be in compliance with the TCPA.

WHEREAS, the Parties have reached an amicable agreement thereby resolving the issues in controversy and the Multistate Working Group has concluded its investigation by this Agreed Final Judgment.

WHEREAS, the Court, by entering this Agreed Final Judgment, finds that this Agreed Final Judgment has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Agreed Final Judgment is fair, reasonable and in the public interest.

NOW THEREFORE, upon the consent of the Parties hereto, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I. PARTIES

1.1 Plaintiff is the State of Tennessee (the "State").

1.2 Defendants are Hyundai Motor Company, Hyundai Motor America, Kia Motors Corporation, Inc., and Kia Motors America, Inc., as defined below.

II. JURISDICTION

2.1 Pursuant to Tenn. Code Ann. § 47-18-108(a)(3) and Tenn. Code Ann. § 47-18-114, jurisdiction of this Court over the subject matter and over the Defendants for the purpose of entering into and enforcing this Agreed Final Judgment is admitted. Defendants admit the Court's jurisdiction over them for the limited purpose of entering and enforcing this Agreed Final Judgment pursuant to the terms set forth herein, but do not concede jurisdiction as to other matters before this Court, be they past, present or future. Jurisdiction is retained by this Court for the purpose of enabling the State, by and through its Attorney General, or the Defendants to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein or execution of this Agreed

Final Judgment, including enforcement of this Agreed Final Judgment and punishment for any violation of this Agreed Final Judgment.

2.2 If the State, by and through its Attorney General, is required to file a Complaint or other filing in order to enforce any provision of this Agreed Final Judgment against any (or all) Defendants, the particular Defendant involved in such Complaint or other filing shall pay all court costs and reasonable attorneys' fees associated with any successful Complaint or other filing to enforce any provision of this Agreed Final Judgment against such Defendant. The Defendants waive any defect associated with service of the State's Complaint and this Agreed Final Judgment and do not require issuance or service of a Summons.

III. VENUE

3.1 Pursuant to the provisions of Tenn. Code Ann. § 47-18-108(a)(3), venue as to all matters between the Parties hereto relating to or arising out of this Agreed Final Judgment shall lie exclusively in the Circuit Court of Davidson County, Tennessee, or other State Court of competent jurisdiction in the same district.

IV. DEFINITIONS

As used in this Agreed Final Judgment, the following words or terms shall have the following meanings:

4.1 "Advertise," "Advertisement," or "Advertising" shall mean all marketing directed to consumers residing in the United States and shall mean any written, oral, or electronic statement, illustration, or depiction that is designed to create interest in the purchasing of, impart information about the attributes of, publicize the availability of, or promote the sale or use of goods or services, whether the statement is made directly to a consumer or appears in a brochure, newspaper, magazine, freestanding insert, marketing kit, leaflet, circular, mailer, book insert,

letter, catalog, poster, chart, billboard, public-transit card, point-of-purchase display, package insert, package label, product instructions, electronic mail, website, homepage, film, slide, radio, television, cable television, program-length commercial or “infomercial,” mobile media, social media, or any other medium directed to consumers residing in the United States. For purposes of this Agreed Final Judgment, Advertising shall not include Tier 2 or Tier 3 Advertisements, which are Advertisements, in whatever form, whose claims and representations are principally developed by and distributed to consumers residing in the United States by persons other than Defendants, and which have not been reviewed and approved by the legal departments of Hyundai Motor America or Kia Motors America, Inc., or their respective outside counsel at their direction, prior to being disseminated into the marketplace. Furthermore, Hyundai Motor America and Kia Motors America, Inc., each for itself, represents that they have and will maintain procedures and practices requiring Advertisements to be reviewed and approved by their legal departments, or by their respective outside counsel at their direction, prior to being disseminated into the marketplace.

4.2 “Authorized Third Parties” shall mean: (a) those automotive dealers authorized to sell Motor Vehicles pursuant to valid and duly executed sales and service agreements with Hyundai Motor America and/or Kia Motors America, Inc.; (b) advertising agencies that have valid and duly executed agreements with Hyundai Motor America and/or Kia Motors America, Inc. and are authorized to create Advertisements that include fuel economy claims; or (c) those dealer associations that have valid and duly executed agreements with Hyundai Motor America and/or Kia Motors America, Inc. to offer, Advertise and/or sell Motor Vehicles manufactured by the Defendants and make fuel economy claims.

4.3 “Attorney General” shall mean the Office of the Tennessee Attorney General and Reporter, Herbert H. Slatery III.

4.4 “Agreed Final Judgment” shall mean this document entitled Agreed Final Judgment in the matter of *State of Tennessee v. Hyundai Motor Company, Hyundai Motor America, Kia Motors Corporation, Inc. and Kia Motors America, Inc.*, in the Circuit Court for Davidson County, Tennessee.

4.5 “Covered Conduct” shall mean the advertising, promotional and marketing practices of Defendants and their affiliates, investigated by the Multistate Working Group under their respective state consumer protection laws, regarding fuel economy claims concerning certain 2011, 2012 and 2013 model year Hyundai and Kia Motor Vehicles that are listed in Exhibit A, attached hereto, and all claims that have been alleged in the Complaint against Defendants.

4.6 “Defendants” shall mean Hyundai Motor Company, Hyundai Motor America, Kia Motors Corporation, Inc. and Kia Motors America, Inc., and their subsidiaries, predecessors, successors, and assigns. “Defendant,” unless specifically stated otherwise, shall be used to refer to any of the four Defendants, as applicable.

4.7 “Effective Date” shall mean the date on which a copy of this Agreed Final Judgment, duly executed by Defendants and by the signatory Attorney General, is approved by and becomes a judgment of the Court.

4.8 “Motor Vehicle” shall mean a vehicle that is self-propelled and is manufactured primarily for use on public streets, roads, or highways but does not include a vehicle operated on rail lines.

4.9 “Multistate Executive Committee” shall mean a committee of the Multistate Working Group comprising the Attorneys General and their staff from Connecticut, Georgia, Illinois, Iowa, Maryland, New Jersey, Oregon, Texas and Washington.

4.10 “Multistate Working Group” shall mean the Attorneys General and their staff from Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Missouri, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Virginia, Washington and Wisconsin.

4.11 “Parties” shall mean Plaintiff and Defendants, collectively.

4.12 “Plaintiff,” “State of Tennessee” or “State” shall mean the State of Tennessee which is represented by its Attorney General.

V. INJUNCTION

Pursuant to the authority of Tenn. Code Ann. § 47-18-108(a)(1), Defendants shall comply with the following:

5.1 Defendants’ Advertising shall not misrepresent the estimated fuel economy of a new Motor Vehicle in violation of Tenn. Code Ann. § 47-18-104(a), (b)(5), (b)(7), or (b)(27).

VI. PAYMENT TO THE STATES

6.1 Defendants shall pay to the Multistate Working Group a total of \$41,223,320.00, to be divided per instructions from the Multistate Executive Committee, and paid by Defendants directly to each signatory Attorney General of the Multistate Working Group. At its sole discretion, and on behalf of the Multistate Working Group, the Multistate Executive Committee shall determine how that payment will be allocated amongst the Multistate Working Group

member states. Said payment shall be used by the States for such purposes that may include, attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, the consumer protection law enforcement fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, monitoring and potential enforcement of this Agreed Final Judgment, or for other uses permitted by state law, including but not limited to consumer restitution, at the sole discretion of each Signatory Attorney General. Within 10 days of the Effective Date, the Multistate Executive Committee shall provide Defendants with written payment instructions identifying by state the official payee, the particular payment amount and any other information necessary to effectuate payment of the amounts due and owing under this Section 6.1. No later than forty (40) days after the Effective Date, Defendants shall tender payment of the amounts due and owing under this Section 6.1 and in accordance with the written payment instructions provided by the Multistate Executive Committee, provided that the Multistate Executive Committee gives Defendants written payment instructions as set forth herein. Defendants shall be jointly and severally liable for the amounts due and owing under this Section 6.1.

VII. RELEASE

7.1 By execution of this Agreed Final Judgment and following a full and complete payment to the Multistate Working Group member states of the amounts designated by Section 6.1, the State of Tennessee by and through its Attorney General release the Defendants and all of their officers, directors, affiliates, subsidiaries, parent companies, predecessors, successors and assigns (collectively, the "Released Parties") from the following: all claims, causes of action, damages, restitution, fines, costs and penalties resulting from, arising from or related to the

Covered Conduct that the State of Tennessee by and through its Attorney General, has asserted or could have asserted against the Released Parties pursuant to the TCPA on or before the Effective Date, (collectively, the “Released Claims”).

7.2 Notwithstanding any term of this Agreed Final Judgment, the following do not comprise Released Claims:

- a. private rights of action;
- b. claims of environmental or tax liability;
- c. criminal liability;
- d. claims for property damage;
- e. claims alleging violations of State or federal securities laws;
- f. claims alleging violations of State or federal antitrust laws; and
- g. any obligations created under this Agreed Final Judgment.

VIII. CONSENT TO JUDGMENT

8.1 Except as provided in Section VII (Release) above, the Agreed Final Judgment shall not be construed or used as a waiver or limitation of any cause of action, defense, or any affirmatively granted rights otherwise available to the Parties in any action, including, where applicable, Defendants’ rights to defend themselves from or make any arguments in any claims or suits of any kind, including without limitation, individual, group or class claims or suits, relating to the subject matter or terms of this Agreed Final Judgment.

8.2 Defendants, by and through their counsel, acknowledge that they have read this Agreed Final Judgment, are aware of their right to a trial in this matter and have waived that right.

8.3 Defendants admit to the jurisdiction of the Court and consent to the entry of this Agreed Final Judgment and to the rights of the State of Tennessee, by and through its Attorney General, to enforce the terms and conditions of this Agreed Final Judgment.

8.4 Defendants state that no promises of any kind or nature whatsoever (other than the written terms of this Agreed Final Judgment) were made to them to induce them to enter into this Agreed Final Judgment, that Defendants have entered into this Agreed Final Judgment voluntarily, and that this Agreed Final Judgment constitutes the entire agreement between Defendants and the State of Tennessee by and through its Attorney General.

IX. MONITORING FOR COMPLIANCE

9.1 For the purposes of resolving disputes with respect to compliance with this Agreed Final Judgment, duly authorized representatives of the Attorney General shall monitor Defendants as follows:

- a. If the Attorney General believes that a Defendant has engaged in a practice that violates any provision of this Agreed Final Judgment, the Attorney General shall notify the relevant Defendant telephonically (followed by written notification) or in writing of the Attorney General's belief that a violation has occurred, except for in limited emergency situations as set forth in Paragraph 9.4. The Attorney General's notice shall include:
 - (1) the specific basis for the belief;
 - (2) the provision of the Agreed Final Judgment that the practice appears to violate; and

- (3) a date for the relevant Defendant to respond to the notification, provided, however, that the date for response be 30 days after the date of written notification, subject to any extensions agreed to by the relevant Parties.
- b. The Attorney General shall, upon reasonable notice including, but not limited to the notice outlined in Section 9.1(a), above, be permitted reasonable access to obtain relevant, non-privileged, non-work-product records and documents in the possession, custody or control of the relevant Defendant that relate to its compliance with the issue that was the subject of the notice.
- c. The Attorney General shall, upon reasonable notice including, but not limited to the notice outlined in Section 9.1(a), above, and subject to applicable discovery rules, have reasonable access to take depositions and/or examinations under oath of the relevant Defendant's officers, directors, employees, agents and contractors with relevant knowledge, each of whom may have counsel present, relating to its compliance with the issue that was the subject of the notice and its compliance with the Agreed Final Judgment in its entirety.

9.2 Within the time period specified in Section 9.1(a)(3), the relevant Defendant shall provide to the Attorney General a written response, executed by a duly authorized representative of the Defendant, containing either a statement explaining why it believes it is in compliance with this Agreed Final Judgment, or a detailed explanation of how the alleged violation occurred and a statement explaining how it intends to address the alleged breach, along with a request to

meet with and present to the Attorney General, if so desired. In the event the Defendant provides such timely response and request, the Attorney General shall provide the Defendant with the opportunity to meet with and present to, either in person or telephonically, a duly authorized representative of the Attorney General to discuss the alleged violation and the Defendant's response thereto. If the Attorney General's representative makes a good faith effort to schedule and attend such meeting within 40 days after the date of written notification to the relevant Defendant, but the meeting does not occur, the Attorney General may take any action after those 40 days has passed. At such meeting, the Defendant may present evidence demonstrating its compliance with all applicable laws or its efforts to address the alleged breach. The Attorney General has the sole discretion to accept or reject any evidence the Defendant may care to present. Such meeting shall be conducted at the Defendant's expense. If Defendant requests and the Attorney General's representative agrees that the meeting be held in person, the meeting shall take place at the Attorney General's primary office.

9.3 If the relevant Parties agree to extend the response deadline, pursuant to Section 9.1(a)(3), the 40 day timeline set forth in Section 9.2 shall also be extended the same number of days.

9.4 The Attorney General, on behalf of the State of Tennessee, may assert that a Defendant has violated the Agreed Final Judgment and may seek any remedies available at law for such violation(s), but only after providing the relevant Defendant with the opportunities to respond to the notification described in Section 9.1(a) and to meet and confer as set forth in Section 9.2. However, such Attorney General may take any action without prior notice where the Attorney General reasonably concludes that, because of a specific practice, a threat to the health

or safety of the public requires immediate action. The Attorney General shall give notice to the relevant Defendant as required by law.

9.5 An alleged violation of this Agreed Final Judgment by one of the Defendants cannot be the Attorney General's sole basis to subject any other Defendant to the remedies and procedures set forth in Section IX (Monitoring for Compliance).

9.6 Nothing in this Section shall be construed to limit the Attorney General's authority provided under the laws of the State of Tennessee.

X. NOTICES UNDER THIS AGREED FINAL JUDGMENT

10.1 Any notices required to be sent to the State or to Defendants under this Agreed Final Judgment shall be sent by overnight courier service (*e.g.*, FedEx, UPS) and e-mail, with overnight delivery costs incurred by the State to be billed to the recipient Defendant(s). The documents shall be sent to the following addresses:

For the Attorney General of Tennessee:

Cynthia E. Kinser
Deputy Attorney General
Consumer Protection and Advocate Division
P.O. Box 20207
Nashville, TN 37202
(615) 741-6422
Cynthia.Kinser@ag.tn.gov

For Hyundai Motor Company:

Head of International Legal Team
Hyundai Motor Company
12 Heolleung-ro
Seocho-Gu, Seoul
Republic of Korea
JFlannery@hmausa.com
JErb@hmausa.com

For Hyundai Motor America:
Executive Vice President & General Counsel
Hyundai Motor America
10550 Talbert Avenue
Fountain Valley, CA 92708
JFlannery@hmausa.com
JErb@hmausa.com

For Kia Motors Corporation, Inc.:
Head of International Legal Team
Kia Motors Corporation
12 Heolleung-ro
Seocho-Gu, Seoul
Republic of Korea
JYoon@kiausa.com
MGoldzweig@kiausa.com

For Kia Motors America, Inc.:
Executive Vice President & General Counsel
Kia Motors America, Inc.
111 Peters Canyon Road
Irvine, CA 92606-1790
JYoon@kiausa.com
MGoldzweig@kiausa.com

Any Party may change its designated notice recipient(s) by written notice to the other Parties.

XI. GENERAL PROVISIONS

11.1 This Agreed Final Judgment shall be binding upon the Parties and their successors and assigns. In no event shall assignment of any right, power or authority under this Agreed Final Judgment void a duty to comply with this Agreed Final Judgment.

11.2 Defendants shall use reasonable efforts to notify their officers, directors, employees, agents and contractors responsible for carrying out and effecting the terms of this Agreed Final Judgment of the obligations, duties and responsibilities imposed on Defendants by this Agreed Final Judgment.

11.3 This Agreed Final Judgment represents the full and complete terms of the settlement entered into by the Parties hereto.

11.4 Within 30 days of the Effective Date, Hyundai Motor America and Kia Motors America, Inc. shall, each for itself, provide its respective Authorized Third Parties with a copy or notice and description of this Agreed Final Judgment.

11.5 If the Defendants discover that any Authorized Third Parties are violating this Agreed Final Judgment, the Defendants shall send notice to the third party requesting that it cease and desist from the violation(s). The Defendants shall conduct an investigation of a third party upon written notice by the State that the third party is violating an applicable provision of this Agreed Final Judgment and shall advise the State of the results of the investigation.

11.6 If any portion of this Agreed Final Judgment is held to be invalid by operation of law, the remaining terms of this Agreed Final Judgment shall not be affected and shall remain in full force and effect.

11.7 Nothing in this Agreed Final Judgment shall be construed to waive, limit or expand any claim of sovereign immunity the State may have in any action or proceeding.

11.8 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Agreed Final Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreed Final Judgment.

11.9 Any failure of the State to exercise its rights under this Agreed Final Judgment shall not constitute a waiver of its rights hereunder.

11.10 Except as expressly provided herein, nothing contained in this Agreed Final Judgment shall be construed to waive or limit any right of action by any person or entity.

11.11 In the event that any state or federal constitutional right, statute, regulation or conduct pertaining to the subject matter of this Agreed Final Judgment is modified, enacted, promulgated or interpreted by the State of Tennessee, a Federal Court or Federal agency, and this

Court holds that such state or federal constitutional right, statute, regulation or conduct is in conflict with any provision of this Agreed Final Judgment so that Defendants cannot comply with both, Defendants may comply with the state or federal constitutional right, statute or regulation or may engage in such conduct. Such action shall constitute compliance with the counterpart provision of this Agreed Final Judgment. Defendants shall provide all members of the Multistate Executive Committee with sufficient advance notice of any judicial or administrative proceeding in which the meaning or interpretation of any such state or federal constitutional right, statute, regulation or conduct is at issue, so as to allow any member of the Multistate Executive Committee or Multistate Working Group the opportunity to intervene and be heard.

11.12 Should Defendants seek a modification of this Agreed Final Judgment for any reason other than as provided for in paragraph 11.11, prior to applying to the Court, Defendants shall send a written notification of their intent to seek modification to all members of the Multistate Executive Committee. The Multistate Executive Committee will consult with the Multistate Working Group and shall respond to Defendants' notification within 45 days of receiving such notification. Defendants may apply to the Court after the 45 day period has ended.

XII. COMPLIANCE WITH ALL LAWS

12.1 Nothing in this Agreed Final Judgment shall be construed as relieving Defendants of their respective obligations to comply with all State and federal laws, regulations or rules or as granting permission to engage in any acts or practices prohibited by such law, regulation or rule.

XIII. REPRESENTATIONS AND WARRANTIES

13.1 Hyundai Motor America warrants and represents that it advertises Hyundai Motor Vehicles in the United States.

13.2 Kia Motors America, Inc. warrants and represents that it advertises Kia Motor Vehicles in the United States.

13.3 Defendants acknowledge that they are proper parties to this Agreed Final Judgment and that Hyundai Motor Company, Hyundai Motor America, Kia Motors Corporation, Inc. and Kia Motors America, Inc., are the true legal names of the Defendant entities.

13.4 Each of the non-Court signatories to this Agreed Final Judgment warrants and represents that he or she has authority to agree to this Agreed Final Judgment on behalf of one of the Parties.

13.5 Each of the Parties warrants and represents that it negotiated the terms of this Agreed Final Judgment in good faith.

13.6 Defendants warrant and represent that their responses to the requests for documents they received from the Multistate Working Group as of the Effective Date of this Agreed Final Judgment were prepared pursuant to good-faith searches for documents and information responsive to those portions of the requests that were adequately designated and not otherwise subject to a good-faith objection or to a good-faith claim of privilege or work-product immunity.

13.7 Defendants acknowledge and agree that the Multistate Working Group members have relied on all of the representations and warranties set forth in this Agreed Final Judgment and that if any representation is proved false, unfair, deceptive, misleading or inaccurate in any material respect, the Multistate Working Group members, by and through their respective Attorneys General, shall have the right to seek any relief or remedy afforded by law or equity in their respective states.

XIV. PAYMENT OF FILING FEES

14.1 All filing fees associated with commencing this action and obtaining the Court's approval and entry of this Agreed Final Judgment shall be borne by Defendants.

State of Tennessee v. Hyundai Motor Company, et al.

IT IS SO ORDERED this 28th day of October, 2016.



CIRCUIT COURT JUDGE

I hereby certify that this is a true copy
of original instrument filed in my office
this 28 day of October 2016
RICHARD R. BOOKER Clerk
By [Signature]
Deputy Clerk

State of Tennessee v. Hyundai Motor Company, *et al.*

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:



Herbert H. Slatery III
Attorney General and Reporter
B.P.R. No. 009077

Dated: 10/27/2016



Nate Casey
Assistant Attorney General
B.P.R. No. 031060
State of Tennessee
Office of the Attorney General
Consumer Protection and Advocate Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 741-2935
Facsimile: (615) 532-2910

on behalf of the State of Tennessee

Jeong Seo

Jeong G. Seo
Vice President
Hyundai Motor Company

Dated: 10-24-16

on behalf of Hyundai Motor Company

W. Gerald Flannery, Jr.

W. Gerald Flannery, Jr.
Executive Vice President & General Counsel
Hyundai Motor America

Dated: 10-24-16

on behalf of Hyundai Motor America

Jeong Seo

Jeong G. Seo
Vice President
Kia Motors Corporation, Inc.

Dated: 10-24-16

on behalf of Kia Motors Corporation, Inc.

John Yoon

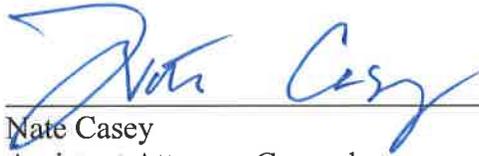
John Yoon
Executive Vice President & General Counsel
Kia Motors America, Inc.

Dated: 10-24-16

on behalf of Kia Motors America, Inc.

State of Tennessee v. Hyundai Motor Company, *et al.*

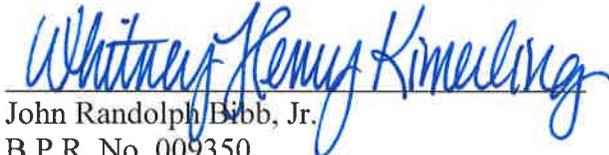
APPROVED AS TO FORM FOR ENTRY:



Dated: 10/28/2016

Nate Casey
Assistant Attorney General
B.P.R. No. 031060
State of Tennessee
Office of the Attorney General
Consumer Protection and Advocate Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 741-2935
Facsimile: (615) 532-2910

on behalf of the State of Tennessee



Dated: 10/26/16

John Randolph Bibb, Jr.
B.P.R. No. 009350
Whitney Henry Kimerling
B.P.R. No. 029208
Lewis, Thomason,
King, Krieg & Waldrop, P.C.
424 Church Street, Suite 2500
Post Office Box 198615
Nashville, TN 37219
Telephone: (615) 259-1366
Facsimile: (615) 259-1389
rbibb@lewisthomason.com
wkimerling@lewisthomason.com

on behalf of Hyundai Motor Company,
Hyundai Motor America, Kia Motors
Corporation, Inc. and Kia Motors America,
Inc.