

**NOTICE OF PENDENCY OF CLASS ACTION**

**IF YOU PURCHASED OR LEASED A MODEL YEAR 2020-2023 KIA TELLURIDE VEHICLE IN CALIFORNIA, GEORGIA, INDIANA, IOWA, NEW MEXICO, NORTH CAROLINA, PENNSYLVANIA, TENNESSEE, TEXAS OR VIRGINIA, A CLASS ACTION MAY AFFECT YOUR RIGHTS.**

*A federal court authorized this Notice.*

**PLEASE READ THIS NOTICE CAREFULLY**

This Notice explains that the Court certified a class action lawsuit and that your rights may be affected. The lawsuit alleges a defect in 2020-2023 model year Kia Telluride windshields that causes the windshield to crack more easily and more often than non-defective windshields. The lawsuit is based on the sale of the above vehicles with the alleged defect and Kia America, Inc. f/k/a Kia Motors America, Inc.’s (“Kia”) alleged failure to disclose the existence of the alleged defect to purchasers and lessees of 2020-2023 Kia Telluride vehicles. Plaintiffs bring class claims for breach of the implied warranty of merchantability and certain state consumer protection laws against Kia. The lawsuit seeks relief for class members (defined below). Kia vehemently denies any wrongdoing or liability for the claims alleged, and specifically denies that the windshield in any Class Vehicle is defective.

The lawsuit is pending in federal court in Los Angeles, California (the “Court”). The purpose of this Notice is to inform you about how the lawsuit may affect your rights if you fall within the definition of one of the Classes and what steps you may take. This Notice is not an expression by the Court of any opinion as to the merits of any of the claims or defenses asserted by either side in this lawsuit. This Notice provides a summary of the lawsuit. It also describes who is included in the Classes, the effect of remaining in this lawsuit as a Class Member, and how to request exclusion from the Class. **Your legal rights and options in this lawsuit are summarized below.**

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>DO NOTHING AT THIS TIME</b>	If you fall within the definition of one of the Classes and wish to remain in the Class, you do not need to do anything at this time.
<b>ASK TO BE EXCLUDED BY AUGUST 30, 2025</b>	<p>If you do not wish to remain in the Class, you can exclude yourself. If you exclude yourself, you will not be entitled to share in any relief from any judgment or any possible settlement from this lawsuit. You will not be legally bound by any judgment entered for or against the class and you will be able to pursue any legal claims that you have on your own.</p> <p>To exclude yourself, you must either mail a request for exclusion, postmarked by <b>AUGUST 30, 2025</b> or submit an online written request for exclusion at <a href="http://www.kiawindshieldcase.com">www.kiawindshieldcase.com</a> by <b>AUGUST 30, 2025</b>. If you decide to mail your written request for exclusion, you must send to the address listed below:</p> <p style="text-align: center;"><b>Sanchez v. Kia Administrator c/o Epiq PO Box 2198 Portland, OR 97208-2198</b></p> <p>If you fall within the definition of one of the Classes and decide you do not want to participate in the Class and you do not make a timely request for exclusion as described above, you will still be bound by any judgment and/or verdict, should the case go to trial.</p>

**QUESTIONS? CALL 1-888-894-1581 OR VISIT  
[www.kiawindshieldcase.com](http://www.kiawindshieldcase.com)**

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## BACKGROUND INFORMATION

### 1. Why is there a Notice?

This Notice explains that the Court has “certified” a class action lawsuit that may affect your rights. This Notice informs you of the nature of the litigation and describes your rights and options. The Honorable Josephine L. Staton, United State District Judge of the United States District Court for the Central District of California is overseeing this lawsuit. The lawsuit is known as *Sanchez v. Kia America, Inc.*, and the case number is 8:20-cv-01604-JLS-KES. The Court has authorized this Notice to inform Class Members of their rights.

### 2. What is this lawsuit about?

The lawsuit is about allegedly defective vehicles. The impacted vehicles, the “Class Vehicles,” are 2020-2023 Kia Telluride vehicles purchased or leased in California, Georgia, Indiana, Iowa, New Mexico, North Carolina, Pennsylvania, Tennessee, Texas and Virginia.

Plaintiffs allege that the Class Vehicles contain defective windshields that crack more easily and often than non-defective windshields, including under normal and expected driving conditions where a non-defective windshield would not crack. The alleged defect and condition is referred to in this Notice as the “Windshield Defect.”

Plaintiffs’ claims are based on the sale and lease of the Class Vehicles with the allegedly defective windshields and Kia’s alleged failure to disclose the Windshield Defect to purchasers and lessees. On behalf of themselves and the Classes, Plaintiffs assert that Kia breached the implied warranty of merchantability under California, Georgia, Indiana, Iowa, New Mexico, Pennsylvania, Tennessee, Texas, and Virginia state laws. They also allege that Kia violated the state consumer protection laws of California, Georgia, Indiana, Iowa, New Mexico, North Carolina, Pennsylvania, Tennessee, Texas, and Virginia.

Kia vehemently denies any wrongdoing or liability for the claims alleged, and specifically denies that the windshields in, or any Class Vehicle is defective, or that it breached the implied warranty of merchantability or violated any state consumer protection laws.

The Court has not decided who is right. A trial has not yet been set. Once a trial is scheduled by the Court, information about the trial including the location and date will be posted on [www.kiawindshieldcase.com](http://www.kiawindshieldcase.com). During the trial, the jury will hear all of the evidence and will reach a decision about whether Plaintiffs have proven the merits of their claims. There is no guarantee that the Plaintiffs will win, or that they will get any relief for the Classes.

You do not need to attend the trial. Plaintiffs will present the Plaintiffs’ case for the Class, and Kia will present its defenses.

### 3. What is a class action and who is involved?

In a class action, one or more person called the “Class Representatives” (in this case, Plaintiffs Mark Treston, Tewana Nelson, Linda Wilbur, Andrea Reiher-Odom, Margaret Ritzler, Amber Witt, Jennifer Rocco, Hank Herber, Jerry Dubose, and April Fisher) sue on behalf of themselves and other people with similar claims. All of the people together are called a “Class” or “Class Members.” One court resolves the issues for everyone in the Classes, except for those people who choose to exclude themselves from the Classes.

The company the Class Representatives have sued (in this case Kia America, Inc.) is called the Defendant.

### 4. Why is this lawsuit a class action?

The Court decided that the Class Representatives’ claims against Kia can proceed as a class action because they meet the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court has allowed the Class to proceed with respect to claims for (1) breach of the implied warranty of merchantability; and (2) state consumer protection laws.

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## WHO ARE IN THE CLASSES

### 5. Am I in any of the Classes?

All persons meeting any of the following definitions are in the Classes:

- **California Class:** All persons who purchased or leased any 2020–2023 Kia Telluride vehicle in the State of California.
- **Georgia Class:** All persons who purchased or leased any 2020–2023 Kia Telluride vehicle in the State of Georgia.
- **Indiana Class:** All persons who purchased or leased any 2020–2023 Kia Telluride vehicle in the State of Indiana.
- **Iowa Class:** All persons who purchased or leased any 2020–2023 Kia Telluride vehicle in the State of Iowa.
- **New Mexico Class:** All persons who purchased or leased any 2020–2023 Kia Telluride vehicle in the State of New Mexico.
- **North Carolina Class:** All persons who purchased or leased any 2020–2023 Kia Telluride vehicle in the State of North Carolina.
- **Pennsylvania Class:** All persons who purchased or leased any 2020–2023 Kia Telluride vehicle in the Commonwealth of Pennsylvania.
- **Tennessee Class:** All persons who purchased or leased any 2020–2023 Kia Telluride vehicle in the State of Tennessee.
- **Texas Class:** All persons who purchased or leased any 2020–2023 Kia Telluride vehicle in the State of Texas.
- **Virginia Class:** All persons who purchased or leased any 2020–2023 Kia Telluride vehicle in the State of Virginia.

Therefore, you are a member of the class if you purchased or leased a new 2020-2023 Kia Telluride vehicle in either California, Georgia, Indiana, Iowa, New Mexico, North Carolina, Pennsylvania, Tennessee, Texas or Virginia.

Excluded from the Classes are (1) Kia and its employees or agents and (2) all entities and natural persons who submit a valid request for exclusion following this Notice of Pendency of Class Action in this litigation.

Your receipt of a Postcard Notice or Email does not mean you are necessarily a member of one of the Classes. Only people who meet the foregoing class definitions are members of the Classes.

### 6. I am still not sure if I am included.

If you are still not sure whether you are a class member, you can call or write to Class Counsel at the phone numbers or address listed below. Do not call the Court.

## YOUR RIGHTS AND OPTIONS

**If you fall within the definition of one of the Classes, you must decide whether to stay in the Class or ask to be excluded (sometimes called “opting out”) of the Class. YOU HAVE UNTIL AUGUST 30, 2025, TO EXCLUDE YOURSELF.**

### 7. How do I participate in this class action?

If you fall within the definition of one of the Classes set forth above, you are a Class Member. As a Class Member, you will be bound by any judgment or settlement, whether favorable or unfavorable, in this lawsuit, and will be able to participate in any relief obtained by Plaintiffs in the case. Whether Plaintiffs win or lose, you will not be able to bring individual legal claims against Kia based on the same claims certified for class treatment, nor will you be able to obtain any relief in connection with such claims, other than the relief obtained by the Classes.

**IF YOU FALL WITHIN ONE OF THE CLASS DEFINITIONS AND WISH TO REMAIN A CLASS MEMBER, YOU DO NOT NEED TO DO ANYTHING.**

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By doing nothing, you will remain part of the case and you will give up your rights to sue Kia separately about the same claims involved in this action. No judgment or settlement has occurred at this time. If you do not ask to be excluded from the Class, you will not have the right to seek exclusion later, such as at the time of settlement or judgment. However, in the event of a settlement, Class Members will be notified and have an opportunity to present an objection to the Court if they disagree with the terms of any settlement.

## **8. Why would I ask to be excluded?**

You may want to exclude yourself if you qualify as a member of one of the Classes but do not want to participate in this litigation at all. If you exclude yourself from the Class—which means to remove yourself from the Class and is sometimes called “opting out” of the Class—you will not get any benefits from this litigation.

If your exclusion request is complete and properly submitted before the deadline, you will not be bound by the outcome of the litigation, and you will be free, if you choose, to pursue your own lawsuit against Kia based on the same Windshield Defect. Any separate litigation you choose to bring may be subject to a statute of limitations, or other time-sensitive requirements.

## **9. How do I ask the Court to exclude me from the Class?**

If you wish to be excluded from the Class and retain all your rights, you must either (1) complete an Exclusion Request Form, available at [www.kiawindshieldcase.com](http://www.kiawindshieldcase.com) and submit it by U.S. Mail, postmarked by **August 30, 2025** or (2) submit an online Exclusion Request Form at [www.kiawindshieldcase.com](http://www.kiawindshieldcase.com) by **August 30, 2025**. Be sure to sign the form and complete all required information. If you decide to mail your Exclusion Request Form you must send it to the address listed below:

**Sanchez v. Kia Administrator  
c/o Epiq  
PO Box 2198  
Portland, OR 97208-2198**

**IF YOU CHOOSE TO BE EXCLUDED: (1) you will NOT be entitled to share in any relief from any judgment or settlement that results from this lawsuit; (2) you will NOT be bound by any judgment or settlement release entered in this lawsuit; and (3) at your own expense, you MAY pursue any claims that you have by filing separate litigation.**

### **THE ATTORNEYS REPRESENTING YOU**

## **10. Do I have an attorney in this case?**

The Court has appointed the attorneys at Lemberg Law, LLC (43 Danbury Road, Wilton, CT 06897; telephone number (203) 653-2250) to represent the Class and Class Members in this litigation.

## **11. Should I get my own attorney?**

You may make an appearance in the case through another attorney if you choose, but you do not need to do so. If you wish to remain a Class Member, you do not need to hire a separate lawyer because Class Counsel is working on your behalf. If you wish to pursue your own lawsuit separate from this one, you will need to submit a request for exclusion.

### **GETTING MORE INFORMATION**

## **12. How do I get more information?**

This Notice summarizes the Classes and the nature of the litigation. For more information on the Classes and the litigation, you may contact Class Counsel or the Notice Administrator using the contact information below. You may also access the Court’s docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>; or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, First Street U.S. Courthouse, 350 W 1st Street, Suite 4311 Los Angeles, CA 90012-4565, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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***Notice Administrator***

Sanchez v. Kia Administrator

c/o Epiq

PO Box 2198

Portland, OR 97208-2198

***PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK, OR KIA ABOUT THE CLASS ACTION OR THE LITIGATION PROCESS.***

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