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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOHNETTE C. ALEXANDER, On Behalf of
Herself and All Others Similarly Situated, and
On Behalf of the General Public,

Plaintiff,

vs.

KIA MOTORS AMERICA, INC., et al.

Defendants

) Case No.04CC00612

) **CLASS ACTION**

) **[JOINT PROPOSED] ORDER**
) **APPROVING CLASS NOTICE**
) **PROGRAM**

) Judge: Ronald L. Bauer
) Dept: CX103

After full consideration of the interests of the class, the type of relief requested, the stake of individual class members, the cost of notifying class members, the resources of the parties, the possible prejudice to class members who do not receive notice, and the *res judicata* effect on class members, the Court finds that notice is required and that the form of the Notice of Pendency of Class Action, a copy of which is attached hereto as an exhibit, meets all the requirements of California Rule of Court 1856 and Civil Code section 1781 (d) and (e).

ACCORDINGLY, IT IS HEREBY ORDERED that:

1. Notice to class members is necessary in this case;
2. Notice shall be disseminated by mail substantially in the form of the Notice of Pendency of Class Action, a copy of which is attached hereto as [Exhibit 1] [Exhibit A], no later than _____, 2006;
3. Any class member may submit written notice of his or her election to be excluded from the class proceeding, postmarked no later than _____, 2006;

- 1 4. The Court appoints Rosenthal & Co. LLC (“Rosenthal”) as the Third-Party
2 Class Notice Administrator for purposes of disseminating the Class
3 Notice, subsequently handling all returned undeliverable mail, and as
4 otherwise set forth herein.
- 5 5. Defendant Kia Motors America, Inc. (“KMA”) shall, in a format agreeable to
6 Rosenthal, submit the names, addresses, and/or Vehicle Identification Numbers
7 (“VIN”) of all individuals who are current or former owners and lessees of a Kia
8 Sephia or Kia Spectra for model years 2001 and 2002 who purchased or leased
9 their vehicle in California, and whose name, address and/or VIN are listed in
10 KMA’s databases, to Rosenthal within 45 days of the date of this order, or such
11 other date as the parties may agree upon. Rosenthal shall collate any separate lists
12 from separate databases and submit the collated list for update by the U.S. Postal
13 Service’s National Change of Address database, R.L. Polk & Co., or a
14 substantially similar commercial service providing address update information.
15 KMA and plaintiff shall use reasonable efforts to review, edit and approve the
16 content of the list as updated by Rosenthal.
- 17 6. KMA and plaintiff shall arrange through Rosenthal for the dissemination by mail
18 of the class notice to the last known address of all current or former owners or
19 lessees of the subject vehicles, based on the updated list generated by Rosenthal
20 and approved by KMA and plaintiff, and for Rosenthal to maintain a list of all
21 undeliverable mail for KMA or plaintiff’s inspection upon reasonable notice.
- 22 7. [Class counsel] [Rosenthal] shall, no later than 30 days after the exclusion
23 deadline, submit to the Court and KMA [and plaintiff] a declaration verifying the
24 list of any members of the class who have requested exclusion. Any dispute
25 regarding the validity of any exclusion request shall be submitted to the Court for
26 resolution.

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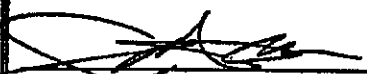
8. The cost of collating and updating the list by Rosenthal, and the cost of dissemination and subsequent handling of the Class Notice by Rosenthal shall be ~~[paid for by KMA]~~ [paid for equally by KMA and plaintiff].

DATED: _____

THE HON. RONALD L. BAUER
JUDGE OF THE SUPERIOR COURT

Respectfully Submitted by:

Rosner, Law & Mansfield



John W. Hanson
Attorneys for Class Plaintiff

Perkins Coie LLP

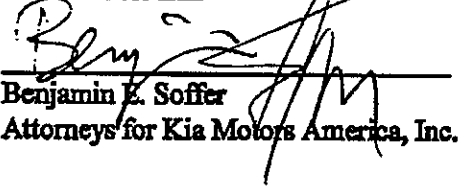

Benjamin E. Soffer
Attorneys for Kia Motors America, Inc.

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOHNETTE C. ALEXANDER, On Behalf) CASE NO. 04CC00612
of Herself and All Others Similarly)
Situating, and On Behalf of the General) **CLASS ACTION**
Public,)
) Judge: The Honorable Ronald L. Bauer
) Dept. CX 103
Plaintiff,)
) Complaint Filed: July 19, 2004
vs.)
) **NOTICE OF PENDENCY OF CLASS**
KIA MOTORS AMERICA, INC.,) **ACTION**
COUNTRY NISSAN, d.b.a. KIA)
COUNTRY, and DOES 1-100, inclusive,)
)
Defendants.)

**PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE A MEMBER OF THE
CLASS DESCRIBED IN THIS NOTICE, YOUR RIGHTS MAY BE AFFECTED BY
LEGAL PROCEEDINGS IN THIS LITIGATION**

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in the lawsuit known as Alexander v. Kia Motors America, Inc., et al., Case No. 04CC00612, pending before the Honorable Ronald L. Bauer in the Superior Court for the State of California, County of Orange (the "Court"). You are receiving this Notice because the records of Kia Motors America, Inc. ("KMA") indicate that you may fall within this Class. This Notice is given under California law and by order of the Court.

THE CLASS

A Class has been certified that includes the following individuals (the "Class"):
All current or former owners or lessees of a Kia Sephia or Kia Spectra for model years 2001 and 2002 who purchased or leased their vehicle in California, excluding (1) any person related to or affiliated with KMA or Kia Country, (2) any person who has experienced physical injury as a result of the defect at issue in this litigation (as defined below), or (3) the Court or its personnel.

SUMMARY OF THE LITIGATION

The First Amended Class Action Complaint for Equitable Relief and Damages (“Complaint”) alleges that the right and left rear seat belts in model years 2001 and 2002 Kia Sephia and Spectra vehicles are defective in that these seat belts are too short.

Plaintiff alleges that by selling the Sephia and Spectra vehicles with defective rear seat belts, and by misrepresenting the quality of the vehicles, KMA engaged in transactions prohibited under California’s consumer protection laws, specifically the Consumers Legal Remedies Act and the Unfair Competition Law. Plaintiff alleges that KMA falsely advertised the vehicles, without disclosing the defect, and failed to disclose that a fix was available. Plaintiff alleges that KMA is obligated to repair the belts under the terms of its express and implied warranties.

This action seeks payment of actual, incidental, punitive and/or statutory damages plus interest, and/or equitable relief, to members of the Class, including free seat belt replacement and reimbursement of any expenses incurred for seat belts that required repair or replacement. This action also seeks from KMA payment of attorneys’ fees and litigation costs.

KMA alleges that the subject rear seat belts operate normally and denies that they are too short and that they require fixing. KMA further alleges that seat belt length is an open and obvious matter that is not hidden from car buyers, and it therefore denies that it made misrepresentations with respect to the belts or the quality of the vehicles. KMA asserts that, if worn properly, the seatbelts are safe in a crash.

The Court has not made a determination on the merits or validity of plaintiff’s claims or KMA’s defenses. This matter has not yet been set for trial, but likely will be set for trial sometime during 2006.

CLASS REPRESENTATIVE AND CLASS COUNSEL

The Court has appointed Johnette C. Alexander to act as Class Representative. The following law firm acts as counsel for the Class (“Class Counsel”):

ROSNER, LAW & MANSFIELD
Hallen D. Rosner, Alan M. Mansfield, and John W. Hanson
10085 Carroll Canyon Road, Suite 100
San Diego, CA 92131

PARTICIPATION IN AND EXCLUSION FROM THE CLASS

If you fall within the Class, you may elect either of the following options:

Option 1: Remain a Member of the Class

If you wish to remain a member of the Class, **you do not have to do anything at this time**. It will cost you nothing to remain a member of the Class, and you will receive your share of any recovery ordered by the judge or jury or that KMA agrees to pay. However, if KMA prevails, you will not be able to prosecute any separate claims you may have against KMA arising out of or involving these claims.

You may receive a later notice advising you of the outcome of the litigation and your right to participate in the recovery, if any. In addition, if you do not request exclusion you may (but are not required to) enter an appearance through counsel.

ANY JUDGMENT OR SETTLEMENT OBTAINED ON THE ISSUES IN THIS ACTION, WHETHER FAVORABLE OR NOT, WILL BIND ALL CLASS MEMBERS WHO DO NOT SEEK EXCLUSION (“OPT OUT”) FROM THE CASE.

Option 2: Exclusion from the Class Proceeding

IF YOU WISH TO EXCLUDE YOURSELF FROM THIS PROCEEDING (“opt out”), you **must** send a written notice specifying your desire to opt out postmarked no later than _____, 2006. Mail your request to Class Counsel’s address set forth above, identifying this case and sign and date the request.

If you elect to opt out, you would not be bound by the outcome of this case, and you would be able to pursue any individual claims you may have against KMA arising out of or involving these claims. However, in the event of a favorable judgment or settlement in this action, you will not be able to participate in any recovery that the judge or jury awards or KMA agrees to pay.

If you have any questions, you may contact Class Counsel at the address provided above.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT.

DATE: _____

BY THE COURT:

The Honorable Ronald L. Bauer

EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JOHNETTE C. ALEXANDER, On Behalf of
Herself and All Others Similarly Situated, and
On Behalf of the General Public,

Plaintiff,

v.

KIA MOTORS AMERICA, INC., COUNTRY
NISSAN, d.b.a. KIA COUNTRY, and DOES 1-
100, inclusive,

Defendants.

CASE NO. 04CC00612

Judge: Hon. Ronald L. Bauer
Dept.: CX103]

**[PROPOSED] NOTICE OF PENDENCY
OF CLASS ACTION LITIGATION**

AND RELATED CROSS-ACTION

**PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE A MEMBER
OF THE CLASS DESCRIBED IN THIS NOTICE, YOUR RIGHTS MAY BE
AFFECTED BY LEGAL PROCEEDINGS IN THIS LITIGATION**

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in the lawsuit known as *Alexander v. Kia Motors America, Inc., et al.*, Case No. 04CCO0612, pending before the Honorable Ronald L. Bauer in the Superior Court for the State of California, County of Orange (the "Court"). You are receiving this Notice because the records of Kia Motors America, Inc. ("KMA") indicate that you may fall within this Class, as defined below. This Notice is given under California law and by order of the Court.

THE CLASS

A Class has been certified that comprises the following individuals (the "Class"):
All current or former owners or lessees of a Kia Sephia or Kia Spectra for model years 2001 and 2002 who purchased or leased their vehicle in California, excluding (1) any person related to or affiliated with KMA or Kia Country, (2)

1 any person who has experienced physical injury as a result of the defect at issue
2 in this litigation (as described below), or (3) the Court or its personnel.

3 **SUMMARY OF THE LITIGATION**

4 The First Amended Class Action Complaint for Equitable Relief and Damages
5 alleges that the right and left rear seat belt systems in model years 2001 and 2002 Kia
6 Sephia and Spectra vehicles are defective in that these seat belts are too short.

7 Plaintiff alleges that by selling the Sephia and Spectra vehicles with defective rear
8 seat belts, and by misrepresenting the quality of the vehicles, KMA engaged in transactions
9 prohibited under California's consumer protection laws, specifically the Consumers Legal
10 Remedies Act and the Unfair Competition Law. Plaintiff alleges that KMA falsely
11 advertised the vehicles, without disclosing the defect, and failed to disclose that a fix was
12 available. Plaintiff alleges that KMA is obligate to repair the belts under the terms of its
13 express and implied warranties.

14 This action seeks payment of actual, incidental, punitive and/or statutory damages
15 plus interest, and/or equitable relief, to members of the Class, including free seat belt
16 replacement and reimbursement of any expenses incurred for seat belts that required repair
17 or replacement. This action also seeks from KMA payment of attorneys' fees and litigation
18 costs.

19 KMA alleges that the subject rear seat belts operate normally and denies that they
20 are too short and that they require fixing. KMA further alleges that seat belt length is an
21 open and obvious matter that is not hidden from car buyers, and it therefore denies that it
22 made misrepresentations with respect to the belts or the quality of the vehicles. KMA
23 asserts that, if properly worn, the seat belts are safe in a crash.

24 The Court has not made a determination on the merits or validity of plaintiff's
25 claims or KMA's defenses. This matter has not yet been set for trial, but likely will be set
26 for trial sometime during 2006.

1 For your convenience, the Election to Be Excluded form is printed on a pre-
2 stamped, pre-addressed postcard included with this Notice. You will bear the
3 responsibility for any delay in delivery and/or the nondelivery of the form.

4 If you elect to opt out, you would not be bound by the outcome of this case, and you
5 would be able to pursue any individual claims you may have against KMA arising out of or
6 involving these claims. However, in the event of a favorable judgment in, or a settlement
7 of, this action, you will not be able to participate in any recovery that the judge or jury
8 awards or that KMA agrees to pay.

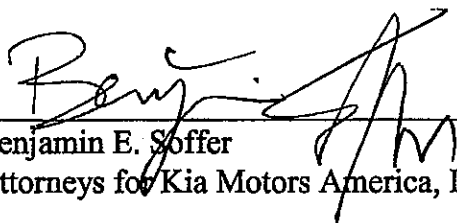
9 If you have any questions, you may contact Class Counsel at the address provided
10 above. **INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT.**

11
12 DATE: _____

BY THE COURT:

13
14 _____
The Honorable Ronald L. Bauer

15 Respectfully Submitted by:
16 Perkins Coie LLP

17 
18 _____
Benjamin E. Soffer
19 Attorneys for Kia Motors America, Inc.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, COMPLEX CIVIL

ELECTION TO BE EXCLUDED

The undersigned (print name) _____ hereby elect to be excluded from the plaintiffs' class in *Johnette C. Alexander, et al. v. Kia Motors America, Inc., et al.*, Case No. 04CC00612, in accordance with the provisions of the Notice of Class Action. This case is pending in Department CX103 at the Civil Complex Center of the Orange County Superior Court.

DATED: _____

NAME (signature)

ADDRESS

CITY STATE ZIP

PHONE NUMBER

THIS ELECTION TO BE EXCLUDED MUST BE POSTMARKED ON OR BEFORE _____.