



BBB NATIONAL PROGRAMS APPEALS OF CLAIMS DENIED BY HYUNDAI UNDER HYUNDAI 1.8L Nu ENGINE CLASS ACTION SETTLEMENT IMPORTANT INFORMATION AND RULES

IMPORTANT INFORMATION

BBB National Programs is a nonprofit organization providing independent and impartial dispute resolution services to resolve disputes between a business and its customers. Hyundai Motor America (“HMA”) has agreed to participate in an arbitration process administered by BBB National Programs to resolve appeals from claims denied by the Settlement Administrator as provided by the class action settlement in the case of *Brown v. Hyundai Motor America et al.*, No. 2:18-cv-11249 (D.N.J.).

You can find more information about the class action and settlement agreement at the following link: HMAPistonSettlement.com. Arbitration in this program is available only to settlement class members who have been denied compensation or benefits by HMA under the class action settlement. The arbitrator’s authority is limited to deciding whether a claimant is entitled to compensation or benefits under the terms of the class action settlement, and the decision of the arbitrator is **final** and **binding** on both parties.

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

Attached you will find:

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

Required notice to HMA before filing for arbitration.

The class action settlement requires that claimants must provide written notice to HMA’s Claims Administrator prior to filing for arbitration, within 60 days of claimant’s receipt of HMA’s final determination of a claim.



You may provide the required notice by sending it to HMA's Claims Administrator at:

HMA Claims Administrator
c/o JNR
P.O. Box 10759
Newport Beach, CA

How do I contact BBB National Programs?

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

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

Please include your case number on all documents submitted.

Beginning the process

Within 60 days of receipt of HMA's final determination of a Claim, you must notify HMA in writing that you request arbitration at the address below:

HMA Claims Administrator
c/o JNR
P.O. Box 10759
Newport Beach, CA

HMA will then refer your request to BBB National Programs following receipt of your written notice requesting arbitration. Once Claimant has been referred to or contacted BBB National Programs, BBB National Programs will confirm Claimant has provided proper notice to HMA as outlined above. If so, BBB National Programs will provide Claimant with a claim form, if Claimant has not already completed a claim form, which Claimant must complete and return to BBB National Programs as instructed on the claim form.

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

What is arbitration?

Arbitration under this program is an informal process in which a settlement class member and HMA present their positions to an impartial third party, an arbitrator.



The specific issues the arbitrator is asked to consider will be outlined in a document called the Agreement to Arbitrate, which will be drafted by BBB National Programs as described in the attached arbitration rules.

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

The arbitrator will review the written testimony and evidence, and oral testimony if there is a telephone/video hearing and will issue a written decision that the arbitrator deems fair and falls within the arbitrator's authority under the arbitration rules and the terms of the class action settlement.

As noted above, the arbitrator's decision is binding on both HMA and the settlement class member.

Who is the arbitrator?

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

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

What will happen at the hearing?

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

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

Suggestions for preparing your case:

Any written submissions should be clear, concise, and supported by relevant documentation.

Please submit to BBB National Programs a copy of all documents and testimony you wish the arbitrator to consider. **Please include all documents that are required to support your claim under the terms of the class action settlement.**

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

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

SUMMARY OF ELIGIBILITY AND REMEDIES

APPEALS OF CLAIMS DENIED BY SETTLEMENT ADMINISTRATOR HYUNDAI 1.8L Nu ENGINE CLASS ACTION SETTLEMENT Brown v. Hyundai Motor America et al., No. 2:18-cv-11249 (D.N.J.).

ELIGIBLE CLAIMANTS

Eligible claimants must meet all of the following requirements:

- The claimant must be a Settlement Class member as that term is defined by the class action settlement.¹
- The claimant must have submitted a claim for the Hyundai Piston Engine Class Action Settlement.

ELIGIBLE VEHICLES

- Vehicles must be a Class Vehicle as that term is defined in the class action settlement.²
- A claim is not eligible for reimbursement if the vehicle is subject to “Exceptional Neglect”³ as defined in the class action settlement.

REMEDIES THAT MAY BE AWARDED

¹ **Settlement Class members** refers to all owners of a Class Vehicle who purchased or leased the Class Vehicle in the United States (including the District of Columbia but excluding other territories), or owners or lessees of a Class Vehicle who purchased or leased the Class Vehicle while abroad on military duty. Excluded from the Class are all claims for death, personal injury, damage to property other than that to the Class Vehicle itself, 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; and 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, as well as the spouses of such persons. Also excluded from the Class are consumers or businesses that have purchased Class Vehicles that, prior to the time of purchase, were deemed a total loss (i.e., salvage title or junkyard vehicles) (subject to verification through Carfax or other means) and current or former owners of Class Vehicles who, prior to the Notice Date, released their claims in an individual settlement with HMA with respect to the issues raised in the Action.

² **Class Vehicles** include all Hyundai Elantra vehicles (model years 2011, 2012, 2013, 2014, 2015, and 2016), Hyundai Elantra GT vehicles (model year 2013), and Hyundai Elantra Coupe vehicles (model year 2013) factor equipped with a 1.8L Nu engine which we purchased or leased in the United States (including the District of Columbia but excluding other territories), or purchased or leased abroad while a Class Member was on active military duty.

³ **Exceptional Neglect** means a failure to change the engine oil of a Class Vehicle for at least 365 consecutive days or 15,000 miles. Upon a good faith challenge by HMA that a Class Vehicle has suffered Exceptional Neglect, the Settlement Class Member will be required to furnish maintenance records sufficient to demonstrate the time and mileage between oil changes. HMA acknowledges an intent to seek such maintenance records only in those cases of suspected engine neglect.

A. REPAIR REIMBURSEMENT

a. Deadlines:

- The repair must have been completed prior to receiving Notice of the Settlement;⁴ AND
- A claim for the repair must have been submitted to Hyundai no later than 70 days after the Final Approval Order and Judgment from the court.
- **Within 60 days** after receiving Hyundai's final determination of the claim (i.e., awarding less than full reimbursement or denying the claim), the claimant must notify Hyundai's Claims Administrator in writing that the claimant would like to pursue the claim in arbitration. HMA will forward requests for arbitration to BBB National Programs and BBB National Programs will reach out to the claimant with information on how to initiate a case. BBB National Programs will also verify whether the claimant has provided written notice to Hyundai as required by the Settlement Agreement.

b. Proof of Repair Expense that Reflects the Repair Work was Conducted to Address a "Qualifying Repair"⁵:

- For repairs at an HMA dealership, the claimant must substantiate the cost paid for the Qualifying Repair in a manner consistent with the method of payment used.⁶
- For any other repairs, the claimant must submit the original or a copy of any document(s) generated at or around the time expense was incurred for a Qualifying Repair that identifies the Qualifying Repair's nature, date performed, and cost incurred for the Qualifying Repair.

⁴ The Notice date is February 16, 2021.

⁵ **Qualifying Repair** refers to any type of repair, replacement, diagnosis, or inspection of the Class Vehicle consisting of the engine block, cylinder heads, connecting rods and pistons related to a piston slap noise in the upper end of the engine, ordinarily most present in cold weather as opposed to other engine noises such as noises related to engine and accessory bearings, timing chain, valve train and/or squealing belts. For purposes of reimbursement of repairs that occurred before the Settlement Class Member received notice of this settlement, "Qualifying Repair" also includes any other Class Vehicle components, such as the Class Vehicle long block (and the long block's components), cylinder heads, connecting rods and pistons provided that the corresponding Proof of Repair Expense reflects that the work was conducted in an attempt to address any type of repair related to a piston slap noise in the upper end of the engine, ordinarily most present in cold weather as opposed to other engine noises such as noises related to engine and accessory bearings, timing chain, valve train and/or squealing belts. Nothing in this definition shall require HMA to provide such repairs due to a collision involving a Class Vehicle.

⁶ Repair is not required to have taken place at an authorized Hyundai dealership.

- For Claims submitted for reimbursement for Qualifying Repairs performed at authorized Hyundai dealerships, upon the Settlement Class Member's indication on their Claim Form that they cannot locate the original documentation, HMA shall take all reasonably available steps to acquire from the dealership the information reasonably necessary to approve the Claim—the date, nature, and cost charged for the Qualifying Repair.
- c. Reimbursement for Qualifying Repairs:
- For Class Vehicles in a Cold Weather State as of the Notice Date, Class Members will be able to submit claims for reimbursement of Qualifying Repairs that were obtained prior to Class Members receiving notice of the Settlement, provided:
 - I. A Claim is submitted no later than 70 days after the Final Approval Order and Judgment:
 - The Claim contains a completed Claim Form;
 - The Claim contains Proof of Repair Expense for Qualifying Repair and/or Proof of Repair-Related Expense for a Qualifying Repair; and
 - HMA does not substantiate Exceptional Neglect with respect to the Qualifying Repair that is the subject of the Claim.
 - For Class Vehicles not registered in a Cold Weather State as of the Notice Date, Settlement Class Members will be able to submit claims for reimbursement of Qualifying Repairs that were obtained prior to the Settlement Class Members receiving notice of the Settlement, provided:
 - I. A Claim is submitted not later than 70 days after the Final Approval Order and Judgment;
 - II. The Claim contains a completed Claim Form;
 - III. The Claim contains Proof of Repair Expense for a Qualifying Repair and/or Proof of Repair-Related Expense for a Qualifying Repair;
 - IV. HMA does not substantiate the Exceptional Neglect with respect to Qualifying Repair that is the subject of the Claims; and
 - V. The Claim contains documentary proof that:
 - The Class Vehicle was previously registered in a Cold Weather State;
 - The Class Vehicle was previously subjected to substantial prior cold weather usage for a period of at least 90 consecutive days during the months November to March during which the Class Vehicle was located in a place where it was exposed to at least 50 cumulative days of temperatures at or below 32 degrees Fahrenheit in that location during that period; or
 - Demonstrates to a degree of heightened proof (i.e. actual parts, photographs, or other evidence) that clearly substantiates his or her engine problem was directly related to the piston-scuffing defect alleged in the Action.
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VI. Reimbursements for Qualifying Repairs are limited to those that were obtained prior to the Settlement Class Member receiving notice of this Settlement.

d. Other Repair-Related Reimbursements:

- To the extent any Settlement Class Member submitting a valid claim for reimbursement of a Qualifying Repair (under Section A.c., above), the Settlement Class Member shall be entitled to full reimbursement for expenses incurred with obtaining a Qualifying Repair for a Class Vehicle, such as rental car expense, towing expenses, and any other out-of-pocket expense reasonably related to obtaining a Qualifying Repair, provided that:
 - I. A Claim is submitted within 70 days after the later of (i) the Final Approval, or (ii) the date on which the expense is incurred;
 - II. The Claim contains a completed Claim Form;
 - III. The Claim contains a Proof of Repair-Related Expense for a Qualifying Repair;
 - IV. The Claim contains a Proof of Repair Expense that reflects a Qualifying Repair performed within 30 days of the incurred rental or towing expense.
- Settlement Class Members are not entitled to reimbursements for previously reimbursed expenses or compensation apart from their out-of-pocket costs (e.g. lost wages or other indirect damages).

B. EXTENDED WARRANTY

a. Automatic Powertrain Warranty Extension in Cold Weather States

- Effective on the Notice Date, for those Class Vehicles registered in one of the Cold Weather States and then owned by Original Retail Purchasers, Original Retail Lessees, or Hyundai Certified Pre-Owned Vehicle Purchasers, HMA will extend the Powertrain Warranty in such Class Vehicles to cover the short block assembly, consisting of the engine block, crankshaft, connecting rods and pistons, from damage accompanied by a piston slap noise in the upper end of the engine, ordinarily most present in cold weather, as distinguished from other engine noises such as noises related to engine and accessory bearings, timing chain, valve train and/or squealing belts, for a total duration of 10 years/120,000 miles (whichever occurs first) following the original sale or lease (first use) of the Class Vehicle.
 - Effective on the Notice Date, for those Class Vehicles registered in one of the Cold Weather States and then owned by someone not an Original Retail Purchaser or Lessee or a Hyundai Certified Pre-Owned Vehicle Purchaser, HMA will extend the Powertrain Warranty in such Class Vehicles to cover the short block assembly, consisting of the engine block, crankshaft, connecting rods and pistons, from damage related to a piston slap noise in the upper end of the engine, ordinarily most present in cold weather, as distinguished from other engine noises such as noises related to engine and accessory bearings, timing chain, valve train, and/or squealing
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belts, for a total duration of 8 years/80,000 miles (whichever occurs first) following the original sale or lease (first use) of the Class Vehicle.

b. Powertrain Warranty Extension Available in Warm Weather States under Certain Conditions

- Settlement Class Members who, as of the Notice Date, have not registered their Class Vehicle in a Cold Weather State may make a claim for one of the warranty extensions described in Section A (a) above (the duration of which will depend on the ownership types described in Section A (a)) provided their Claim Form substantiates one of the following conditions:
 - I. The Settlement Class Member, after the Notice Date, registers the Class Vehicle for at least six (6) months in one of the Cold Weather States;
 - II. The Class Vehicle was previously registered in any one of the Cold Weather States;
 - III. The Settlement Class Member demonstrates substantial prior cold weather usage for a period of at least 90 consecutive days during the months November to March, during which the Class Vehicle was located in a place where it was exposed to at least 50 cumulative days of temperatures at or below 32 degrees Fahrenheit in that location during that period; or
 - IV. The Settlement Class Member can otherwise demonstrate with a heightened proof submission (as in, actual parts, photographs, or other evidence that clearly substantiates) that their engine problem is directly related to the piston-scuffing type defect alleged in the Action.

c. Automatic 90-Day Warranty Extension Following the Final Approval Order and Judgment

- For Settlement Class Members whose Class Vehicles, as of the Notice Date, are already beyond the time and mileage limitations of the extended warranties, HMA will extend the time and mileage limitations of the Powertrain Warranty for the 90-day period following the Court's entry of the Final Approval Order and Judgment as follows in Cold Weather States or in Warm Weather States if the other criteria in Sections B (a) and (b) are met:
 - I. For Original Retail Purchasers and Lessees and Hyundai Certified Pre-Owned Vehicle Purchasers, to 140,000 miles.
 - II. For all other owners, to 100,000 miles.

d. Warranty Extension Benefits

- The extended warranties described in Sections B (a), (b), and (c) shall cover all costs associated with inspections and repairs including, without limitation, the costs associated with replacement parts, labor, and diagnoses.
 - The extended warranties shall persist to Sections B(a) and (b) when ownership of a Class Vehicle is transferred.
 - The extended warranties shall not apply in cases of Exceptional Neglect.
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- No Settlement Class Member who presents a Class Vehicle for a Qualifying Repair within the extended warranties' period described in Sections B (a), (b), and (c) at an authorized Hyundai dealership shall be denied extended warranty coverage on the basis that replacement parts did not become available until after the expiration of the Settlement Class Member's extended warranty.
 - In conjunction with any repair made pursuant to the extended warranties herein, HMA shall, through its authorized Hyundai dealerships, provide a loaner vehicle at no cost, if requested. To the extent no loaner vehicle is reasonably available through HMA's authorized Hyundai dealerships at the time of the request, HMA will provide full reimbursement of reasonable rental car expenses submitted pursuant to Section A (d).
 - Settlement Class Members shall not be required to present the Long Form Notice, Claim Form, or any other settlement-related document in order to receive extended warranty inspections or repairs at an authorized Hyundai dealership.
 - All rights otherwise available to owners and lessees under preexisting warranties will continue to remain available to Class Members notwithstanding the implementation of this settlement. Nothing in this settlement will be construed as diminishing or otherwise affecting any express or implied warranty, duty, or contractual obligation of HMA in connection with Class Vehicles.
 - HMA or their dealerships are not obligated to repair engines or provide new engines pursuant to the extended warranties herein, or provide any other compensation or reimbursement, for otherwise inoperative vehicles (e.g., branded, salvage, or junkyard vehicles not otherwise roadworthy) unless such inoperability is solely subject and attributable to the need for an otherwise covered Qualifying Repair.
 - HMA may implement or continue to implement any customer satisfaction or goodwill policy, program, or procedure at its discretion, and may extend goodwill consideration to individual Class Members on a case-by-case basis, without regard to their entitlement to relief under the settlement. No such goodwill decision by HMA, however, shall act to deprive a Class Member of the benefits available under the settlement.
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ARBITRATION RULES

1) DEFINITIONS

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

- A. "Arbitration" means the process in which an impartial person hears and decides disputes between a Settlement Class Member and HMA relating to the denial of compensation or benefits under the terms of the Class Action Settlement.
 - B. "Claimant" means a Settlement Class Member whose claim for compensation or benefits under the terms of the Class Action Settlement has been denied by HMA.
 - C. "Class Action Settlement" means the agreement by the parties in resolution of Brown v. Hyundai Motor America et al., No. 2:18-cv-11249 (D.N.J.).
 - D. "Class Vehicles" include all Hyundai Elantra vehicles (model years 2011, 2012, 2013, 2014, 2015, and 2016), Hyundai Elantra GT vehicles (model year 2013), and Hyundai Elantra Coupe vehicles (model year 2013) factor equipped with a 1.8L Nu engine which we purchased or leased in the United States (including the District of Columbia but excluding other territories) or purchased or leased abroad while a Class Member was on active military duty.
 - E. "Cold Weather States" refers to the following 32 states (in addition to the District of Columbia): Alaska, Colorado, Connecticut, Delaware, District of Columbia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New York, North Dakota, Ohio, Pennsylvania, Rhode Island, South Dakota, Utah, Vermont, Washington, West Virginia, Wisconsin, and Wyoming.
 - F. "Dispute Resolution Specialist" means the BBB National Programs staff person assigned to help you resolve your dispute.
 - G. "HMA" means Hyundai Motor America.
 - H. "Parties" refers to the Claimant and HMA.
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- I. “Qualifying Repair” refers to any type of repair, replacement, diagnosis, or inspection of the Class Vehicle consisting of the engine block, cylinder heads, connecting rods and pistons related to a piston slap noise in the upper end of the engine, ordinarily most present in cold weather as opposed to other engine noises such as noises related to engine and accessory bearings, timing chain, valve train and/or squealing belts.

For purposes of reimbursement of repairs that occurred before the Settlement Class Member received notice of this settlement.

- J. “Qualifying Repair” also includes any other Class Vehicle components, such as the Class Vehicle long block (and the long block’s components), cylinder heads, connecting rods and pistons provided that the corresponding Proof of Repair Expense reflects that the work was conducted in an attempt to address any type of repair related to a piston slap noise in the upper end of the engine, ordinarily most present in cold weather as opposed to other engine noises such as noises related to engine and accessory bearings, timing chain, valve train and/or squealing belts. Nothing in this definition shall require HMA to provide such repairs due to a collision involving a Class Vehicle.
- K. “Rules” refers to Arbitration Rules for Appeals of Claims Denied by Hyundai Under Hyundai 1.8L Nu Engine Class Action Settlement.
- L. “Settlement Class Member(s)” has the same meaning as that term is defined in the Class Action Settlement.
- M. “Warm Weather States” refers to the states among the United States that are not included among the aforementioned Cold Weather States.
- N. “We” and “Us” refers to BBB National Programs.
- O. “You” refers to the Parties involved in the dispute being arbitrated.

2) SCOPE OF ARBITRATION

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

- A. Reimbursement for a “Qualifying Repair” as that term is defined by the Class Action Settlement
 - B. Reimbursement for other repair-related expenses, such as rental car towing expenses.
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3) SETTLEMENT

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

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

4) AGREEMENT TO ARBITRATE

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

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

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

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

5) SELECTING YOUR ARBITRATOR

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

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

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

6) COMMUNICATING WITH THE ARBITRATOR

You or anyone representing you shall not communicate in any way with the arbitrator about the dispute. All communication with the arbitrator must be sent through the Dispute Resolution Specialist. Violation of this rule compromises the impartiality of the arbitration process and may result in your case being discontinued.

7) REPRESENTATION

You may present your own case or have someone represent you at your own expense (including Class Counsel representing the Plaintiffs in the Class Action Settlement).

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

8) HEARING FORMAT

Most hearings will be conducted by document review. Hearings may also be conducted by telephone conference if the arbitrator determines that one is needed. We will set a date and a time (during normal business hours) for a telephone hearing and will send you notice of that date at least 10 days in advance of the hearing.

If an emergency prevents you from attending the hearing, call BBB National Programs at 1.800.246.2808 prior to the scheduled hearing time. We will decide if it can be rescheduled. We reserve the right to make a final determination as to the time and date for the hearing.

9) PROCEDURES FOR DOCUMENT REVIEW HEARINGS

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

10) PROCEDURES FOR TELEPHONE HEARINGS

Oath of participants

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

Presentation of case

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

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

The arbitrator may limit a party's presentation if the arbitrator believes it is repetitious or irrelevant.

No new or additional evidence may be submitted after the hearing unless requested by the arbitrator.

Submission of documents and taped/recorded evidence

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

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

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

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

Failure to appear at telephonic hearing

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

11) RECORD OF HEARING

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

12) ARBITRATOR REQUEST FOR NEW OR ADDITIONAL EVIDENCE

The arbitrator may request new or additional evidence at any time before a decision is made. The arbitrator will specify a deadline for submission of that evidence to BBB National Programs. The arbitrator may also request that new/additional evidence be presented at a telephone hearing, if necessary.

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

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

13) TIME LIMITS

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

14) THE DECISION

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

a. Scope of Decision

A decision shall be one that the arbitrator considers fair and falls within the arbitrator's authority under these Rules and the terms of the Class Action Settlement. The arbitrator's decision shall be binding on both parties.

b. Relief That May Be Awarded

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

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

c. Clarifying the Decision

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

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

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

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

d. Correcting the Decision or Reasons for Decision

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

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

A miscalculation of figures is not a dollar figure you consider to be unfair; it is an arithmetic error.

The arbitrator has exceeded his or her authority if the award does not fall within the arbitrator's authority under these Rules or the terms of the Class Action Settlement.

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

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

e. **Decision Is Impossible to Perform or to Perform on Time**

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

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

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

f. **Mathematical Errors/Correction**

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

g. **Suspending the time to perform**

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

h. **After decision is issued**

BBB National Programs will send the arbitrator's decision to the Claimant and HMA. Once the decision has been issued:

- The parties will be bound to abide by the decision and comply with its terms.
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- If HMA fails to perform according to the arbitrator's decision, the Claimant should notify BBB National Programs, who will then notify Class Counsel and HMA's Counsel.

15) TIMELY OBJECTIONS

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

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

16) CONFIDENTIALITY OF RECORDS

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

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

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

17) LEGAL PROCEEDINGS/EXCLUSION OF LIABILITY

In submitting to arbitration under these Rules, the parties agree that the arbitrator shall not be subpoenaed by either party in any subsequent legal proceeding. The parties further agree that BBB National Programs (including its employees) and/or the arbitrator shall not be liable for any act or omission in connection with any Arbitration.

18) INTERPRETATION OF RULES/RIGHT TO DISCONTINUE ARBITRATION

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



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