



U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100148

Date Received

2007 SEP -5 PM 1:09
19-JUL-2007

Repository ☐

Reference No.
10196831

OWNER INFORMATION (Type or Print)

Name [REDACTED]

Address [REDACTED]

City RIVERFALLS State WI Zip Code [REDACTED]

Daytime Telephone Number [REDACTED]

E-mail Address

Evening Telephone Number

Same

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☒ YES ☐ NO
In the absence of an authorized signature or address to the vehicle manufacturer.

Signature of Owner [REDACTED]

Date 7/31/07

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side
KMHM65DX6U [REDACTED]

Make
HYUNDAI

Model
TIBURON

Model Year
2006

Date Purchased
17-DEC-05

Dealer's Name and Telephone Number
Buerkle Hyundai 651 484 0231

Engine:
No: Cylinders 4

Fuel Type:
Gas

Original Owner
☒

Dealer's City
St. Paul

State
MN

Zip Code
55110

Transmission Type
AUTOMATIC

☒ Antilock Brakes
☒ Cruise Control

Powertrain
FRONT WHEEL DRIVE

Vehicle Component Code
140000 AIR BAGS

Multiple Failure: 1

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)
24-MAY-2007

Failure Mileage
15600

Failure Speed

Passenger door side air bag exploded
when car was parked & not running

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), Failure(s), Crash(es), and injury(ies).)

Crash

Fire

Number of Persons Injured

Number of Deaths

Reported to Police

☐ Yes ☒ No

☐ Yes ☒ No

1

N

Narrative Description of Incident(s), Crash(es), and Injury(ies).
Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure;
i.e., parts repaired or replaced (and if old part is available).

TL*THE CONTACT OWNS A 2006 HYUNDAI TIBURON. THE CONTACT STATED THAT THE PASSENGER SIDE AIR BAG DEPLOYED WHILE THE VEHICLE WAS PARKED. THE PASSENGER SUSTAINED BRUISES ON HIS SHOULDER. THE MANUFACTURER INSPECTED THE VEHICLE, BUT COULD NOT DETERMINE THE CAUSE OF FAILURE. SHE STATED THAT THE MANUFACTURER WOULD NOT RELEASE THE VEHICLE UNTIL SHE SIGNED A RELEASE FORM. THE CURRENT MILEAGE IS 15,700 AND FAILURE MILEAGE WAS 15,600.

Hyundai Corp. in California hired a outside
company to inspect my car airbags. I assume
someone from this area.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

There is no police report (no accident).
There is no repair bill. Hyundai Corp. refuses
to repair and return my car, until I sign the
release stating they aren't liable. My car is under
warranty.

Included ^{are} copies of the two (2) release letters
Hyundai sent me and copies of my witnesses
statements.

ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department
of Transportation

**National Highway
Traffic Safety
Administration**

400 Seventh St., S.W.
Washington, D.C. 20590

Official Business
Penalty for Private Use \$300



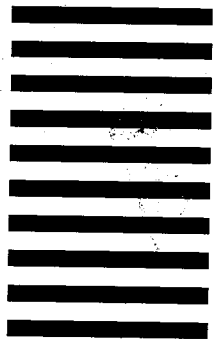
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

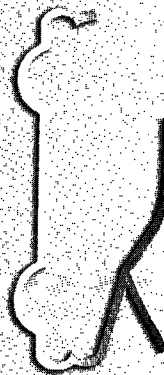
FIRST CLASS PERMIT NO 73173 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY NATL. HWY. TRAFFIC SAFETY ADMIN.

U.S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-210
400 7th Street, SW
Washington, DC 20590



**Think your vehicle
has a safety defect?**



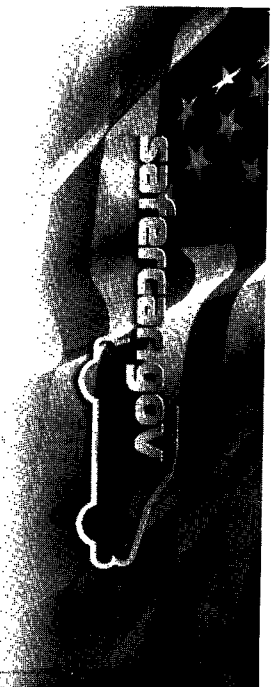
**If so:
Use the enclosed
form to file a report.**

**or visit:
www.safercar.gov**

**or call:
Vehicle Safety Hotline
888-327-4236**



Vehicle Owners' Questionnaire (VOQ)
U.S. Department of Transportation
National Highway Traffic Safety Administration





Hyundai Motor America

10550 Talbert Avenue, P.O. Box 20850, Fountain Valley, CA 92728-0850

TEL: 714-965-3000 FAX: 714-965-3816

WEB: HyundaiUSA.com

July 10, 2007

[REDACTED]
River Falls, WI [REDACTED]

Re: HMA File# 1053239

Dear [REDACTED]

Pursuant to our conversation on July 3, 2007, attached is the Settlement Agreement, which outlines the terms of this offer.

Upon your review of this Settlement Agreement, in order to facilitate the repair process, we require that an original notarized and signed copy of the Settlement Agreement be returned to our office via fax at (714) 965-3837 and original sent by mail to the address listed above.

We have received a copy of the payment receipt for the car payment; but If possible, please submit an old or current car statement, sales agreement or some other supporting documents that show the vehicle was financed by the Credit Union.

Upon receipt of your executed document, we will forward your document for processing of the check.

If you have any questions or concerns, please feel free to contact me directly at (714) 965-3493.

Sincerely,
[REDACTED]

National Consumer Affairs
Hyundai Motor America

SETTLEMENT AGREEMENT AND RELEASE

1. I, [REDACTED] (hereinafter referred to as "Releasor"), as owner and user of a certain 2006 Hyundai Tiburon (hereinafter referred to as "subject vehicle"), bearing VIN#KMHHM65DX6U [REDACTED] and in consideration of payment by Hyundai Motor America, does for herself and each family members and all of her representatives, employees, successors and assigns, hereby release and discharge Hyundai Motor America, its subsidiaries, divisions, officers, representatives, employees, stockholders, dealers, successors and assigns, and all other persons, firms or corporations, who are or might be claimed to be liable, of and from any claim, demand, right or cause of action for the recovery of damages for personal injury, pain and suffering, emotional distress, diminution of value, repair costs or any other economic or non-economic losses including, but not limited to, any claims for consequential or incidental damages, costs of suit and attorneys' fees, resulting or alleged to have resulted from the promotion or sale of or any nonconformity and/or defect in design, manufacture or assembly of the aforesaid subject vehicle.

2. In consideration for this release, Hyundai Motor America agrees to the following conditions:

(a) Hyundai Motor America agrees to a complimentary repair of the Driver Side Airbag and related wiring harnesses/ components and seat interior which are related to the incident that occurred on May 24, 2007;

(b) Hyundai Motor America agrees to reimburse Relea

3. As consideration for the payment described in paragraph 2, the parties have agreed:

(a) That Releasor fully understands that this is a final and complete settlement of all disputes as to the legal liability for and as to all damages claimed from Hyundai Motor America.

They don't even
Have the right
air bag. It's
The Passenger
Side air bag.
(They wrote it
up the same in
The second offer)

- (b) That neither Hyundai Motor America's payment of the consideration recited in paragraph (2), nor the negotiations preliminary to the execution of this Release, shall be considered an admission of liability or wrongdoing by Hyundai Motor America to any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated in paragraph (1) above;
- (c) That Releasor represents and warrants that she is entitled to give a full and complete release of the claims that are the subject hereof;
- (d) That Releasor has not assigned or otherwise transferred any interest in any claims that are the subject hereof;
- (e) That Releasor shall not at any time hereafter commence, maintain or prosecute, or cause, encourage or advise to be commenced, maintained or prosecuted any action, suit, proceeding or claim based in whole or in part upon or arising out of or in any way connected with any of the matters released herein;
- (f) That no promise, agreement, statement or representation except as expressed in this Release has been made to or been relied upon by Releasor and that this document of two pages contains the entire agreement between Releasor and Hyundai Motor America.

Intending to be legally bound by the terms of this Release, the undersigned has affixed his signature this _____ day of _____, 2007.

Sworn to and subscribed before me this _____ day of _____, 2007.

Notary Public



Hyundai Motor America

10550 Talbert Avenue, P.O. Box 20850, Fountain Valley, CA 92728-0850
TEL: 714-965-3000 FAX: 714-965-3816
WEB: HyundaiUSA.com

July 19, 2007

[REDACTED]
River Falls, WI [REDACTED]

Re: HMA File #1053239

Dear [REDACTED]

Pursuant to our conversation dated July 3, 2007 and [REDACTED] conversation with [REDACTED] on July 11, 2007, enclosed is the final Settlement Agreement and Release outlining Hyundai Motor America's offer. We would ask that you return to our office the signed/notarized Settlement Agreement and Release.

Upon receipt of your executed and requested car payment documents, we will forward your document for processing of the check.

Please call me at [REDACTED] with any questions that you may have.

Thank you.

[REDACTED]
Consumer Operations
Hyundai Motor America

SETTLEMENT AGREEMENT AND RELEASE

1. I, [REDACTED] (hereinafter referred to as "Releasor"), as owner and user of a certain **2006 Hyundai Tiburon** (hereinafter referred to as "subject vehicle"), bearing VIN#**KMHHEM65DX6U** [REDACTED] and in consideration of payment by Hyundai Motor America, does for herself and each family members and all of her representatives, employees, successors and assigns, hereby release and discharge Hyundai Motor America, its subsidiaries, divisions, officers, representatives, employees, stockholders, dealers, successors and assigns, and all other persons, firms or corporations, who are or might be claimed to be liable, of and from any claim, demand, right or cause of action for the recovery of damages for personal injury, pain and suffering, emotional distress, diminution of value, repair costs or any other economic or non-economic losses including, but not limited to, any claims for consequential or incidental damages, costs of suit and attorneys' fees, resulting or alleged to have resulted from the promotion or sale of or any nonconformity and/or defect in design, manufacture or assembly of the aforesaid subject vehicle.

2. In consideration for this release, Hyundai Motor America agrees to the following conditions:

(a) **Hyundai Motor America agrees to a complimentary repair of the Driver Side Airbag and related wiring harnesses/ components and seat interior which are related to the incident that occurred on May 24, 2007;**

(b) **Hyundai Motor America agrees to reimburse Releasor the total amount of**

 **[REDACTED] (for two months paid car payments);**

3. As consideration for the payment described in paragraph (2) above, it is also expressly agreed:

(a) That Releasor fully understands that this is a **final** settlement and disposition of all disputes as to the legal liability for and as to the nature and extent of any damages claimed from Hyundai Motor America;

- (b) That neither Hyundai Motor America's payment of the consideration recited in paragraph (2), nor the negotiations preliminary to the execution of this Release, shall be considered an admission of liability or wrongdoing by Hyundai Motor America to any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated in paragraph (1) above;
- (c) That Releasor represents and warrants that she is entitled to give a full and complete release of the claims that are the subject hereof;
- (d) That Releasor has not assigned or otherwise transferred any interest in any claims that are the subject hereof;
- (e) That Releasor shall not at any time hereafter commence, maintain or prosecute, or cause, encourage or advise to be commenced, maintained or prosecuted any action, suit, proceeding or claim based in whole or in part upon or arising out of or in any way connected with any of the matters released herein;
- (f) That no promise, agreement, statement or representation except as expressed in this Release has been made to or been relied upon by Releasor and that this document of two pages contains the entire agreement between Releasor and Hyundai Motor America.

Intending to be legally bound by the terms of this Release, the undersigned has affixed his signature this _____ day of _____, 2007.

Sworn to and subscribed before me this _____ day of _____, 2007.

Notary Public

Witness Statement

[REDACTED]
River Falls, WI [REDACTED]

July 31, 2007

TO WHOM IT MAY CONCERN:

At approximately 6:00 a.m. on May 24, 2007 I was talking to [REDACTED] while standing next to her car in the parking lot at Home Depot in Hudson, Wisconsin. As her friend, [REDACTED] opened the passenger door to get into the vehicle and sat down I heard a loud bang (like a gun shot). I walked to the passenger side to see what the noise was. I saw a large hole in the side of the passenger seat near the head rest. It appeared that the air bag had gone off causing the hole in the seat.

Sincerely,

[REDACTED]

July 14, 2007

To Whom It May Concern,

At about 6:05 am on May 24 th 2007 I was walking out to the outside garden center to check on the sprinklers that were running I noticed [REDACTED] in her car waiting for [REDACTED] [REDACTED] was talking to [REDACTED] on the drivers side of the car and [REDACTED] was talking to [REDACTED] on the passenger side of her car. Just as I was entering the outside garden I heard a loud pop or bang noise, at first I thought it was a gunshot going off, so I ran back to see what was going on. Everyone around the car were in a group looking at the car, I asked if it was a gunshot that went off. The answer was no, they all said as [REDACTED] got into the passenger seat the airbag exploded when he sat down. When I got closer I could see the side of the seat blown apart, and [REDACTED] was holding his shoulder where it hit him.

[REDACTED]
Hudson Wi [REDACTED]
Department Head Freight
Home Depot

To Whom it may concern;

On May 24th, 2007 at approximately 6:00 Am I got off of work to go home. My girlfriend [REDACTED] was there to pick me up, as we ride share.

She was parked & talking out of the drivers window to a co-worker [REDACTED]. I myself was speaking with a fellow co-worker [REDACTED].

I opened the passenger door and sat down. Immediatly upon setting down the side Air Bag exploded. At first I thought someone hit the car or some thing was thrown at myself.

The reason I thought this was because of the pain in my neck & shoulder. It took a few seconds to realize that the Air Bag had exploded.

By this time [REDACTED] & my supervisor [REDACTED] came around the side of the car to see if I was alright. Beside being bruised & disoriented, I seemed to be alright.

The Air Bag was deployed, with dust everywhere. Being Macho I said I was fine.

Tucking the Air Bag back into the side of the seat we then proceeded Home.

At this time I am no longer sure if the pain in my neck & shoulder & occasional blurry vision are due to this incident or not.

Since my health insurance isn't the best, I have yet to see a doctor.

I am entirely convinced that this was a complete manufactures' defect for the following reasons.

'1' Car was not moving.

'2' Car was not Hit.

'3' I had yet to close the door.

'4' I weigh less than 150 lbs.

Thank you.

