

INFORMATION Redacted PURSUANT TO THE FREEDOM OF

 INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6) DOT Auto Safety Hotline		FOR AGENCY USE ONLY 100148	
U.S. Department of Transportation National Highway Traffic Safety Administration		Vehicle Owner's Questionnaire To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4236) INTERNET: www.nhtsa.dot.gov/hotline	
Date Received JUN 14 2013 18-APR-2013		Repository ☐ Reference No. 10508646	
OWNER INFORMATION (Type or Print)			
Name [REDACTED] Address [REDACTED] City LIVERPOOL State NY Zip Code [REDACTED]		Daytime Telephone Number [REDACTED] Evening Telephone Number SAME	
The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).			
VEHICLE INFORMATION			
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side KNAGM4A71C [REDACTED]		Make KIA 4-Door OPTIMA Model OPTIMA Model Year 2012	
Date Purchased 12-26-12 Dealer's Name and Telephone Number BURDICK KIA 315 233 5308 Original Owner ☒ Dealer's City Cicero, N.Y. State N.Y. Zip Code		Engine: No: Cylinders 4 Fuel Type: GAS	
Transmission Type AUT ☒ Antilock Brakes ☒ Cruise Control		Powertrain Multiple Failure: Incident Date(s) 14-MAR-2013	
FAILED COMPONENT(S)/PART(S) INFORMATION			
Vehicle Component Code: 180000 VEHICLE SPEED CONTROL		Failure Mileage 4800 Failure Speed 0	
ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE			
Tire Make DOT No. (Example: DOTM19ABC036) Tire Component Code		Tire Model (Name or Number) ☐ Original Equipment ☐ Prior Repair Failure Location: Tire Failure Type:	
ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE			
Make: Seat Type: Child Seat Component Code:		Date Manufactured: Installation System: Failed Part:	
APPLICABLE INCIDENT INFORMATION			
(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)			
Crash ☐ Yes ☒ No Fire ☐ Yes ☒ No		Number of Persons Injured 0 Number of Deaths 0 Reported to Police 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 2012 KIA OPTIMA. THE CONTACT STATED THAT WHEN APPLYING THE BRAKES, THE VEHICLE WOULD SURGE FORWARD AND THE ENGINE RPMs INCREASED TO 6000. THE CONTACT STATED THAT THE FLOOR MAT WAS NOT SOURCE OF THE SURGING. THE CONTACT DID NOT TAKE THE VEHICLE TO A DEALER OR MECHANIC FOR DIAGNOSTIC TESTING OR REPAIRS. THE CONTACT DID NOT CONTACT THE MANUFACTURER. THE FAILURE MILEAGE WAS 4,800.			
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.			



Drivers Village, Inc
DBA Burdick Kia
5885 East Circle Drive, Suite 345
Cicero, New York 13039
Telephone # (315) 233-5308
Facility ID # 7100367



SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:00 p.m.
Monday - Friday
8:00 a.m. - 4:00 p.m. - Saturday

R/O Open Date	R/O Number
4/24/13	3448102/1
R/O Close Date	Status
4/24/13	Pre-Invoice
Mileage In	Mileage Out
5176	5202
Service Advisor / Tag #	
Chris McNitt/*W*	
Vehicle Identification Number	
KNAGM4A71C5	
Delivery Date	In-Service Date
11/30/12	11/30/12
Color	License Number
BLACK	

LIVERPOOL, NY

Year	Make	Model	Body	Color	License Number
2012	KIA	OPTIMA	4DSD LX	BLACK	
P12000619					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
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Cell: [REDACTED]

#1 - Customer Reports:
VEHICLE SURGES ON ITS OWN
CHECK AND ADVISE

UNABLE TO VERIFY CONCERN. PER CHECKSHEET FROM KMA,
CHECKED THROTTLE BODY & SENSOR, BOTH GOOD. CHECK
FOR CODES, NO DTCS PRESENT AT THIS TIME. CHECK
BRAKE & ACCELERATOR PEDALS, BOTH GOOD. CHECK FOR
FLOORMATS, FOUND CUSTOMER HAS 3 FLOORMATS TOTAL ON
DRIVERS SIDE. PERFORMED FLIGHT RECORD OF VEHICLE
WHILE CUSTOMER DRIVING FOR OVER 20 MILES, NO
PROBLEMS FOUND. CHECKED BRAKES, ALL OVER 8MM, NO
HOTSPOTS OR BLUING ON ANY OF THE ROTORS.

Work performed by Jeff Gray (720) 3PZ7
CREATED & UPDATED TECHLINE CASE, #T2474054. NO
PROBLEMS FOUND AT THIS TIME. WILL NEED TO
DUPLICATE CONCERN TO FURTHER DIAGNOSE. ADVISED
CUSTOMER OF NOT HAVING MULTIPLE FLOOR MATS ON
DRIVERS SIDE AND TO MAKE SURE SHIFTER IS NOT BEING
SWITCHED INTO MANUAL SPORT MODE WHILE DRIVING.
911-01R00 N03 C15 2.0HRS DIAG/TEST DRIVE
CLAIM TYPE W
C/P - 35100 2G700

Warranty

#2 - Customer Reports:
FOLLOW KIA CHECK SHEET PER KMA CONSUMER AFFAIRS

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to. **DISCLAIMER OF WARRANTIES:** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. Seller hereby limits implied warranties to the same period.

TERMS: Strictly cash or acceptable credit card

Any arbitration proceeding under this agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties) and the arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually acceptable to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court of competent jurisdiction over the such award. The parties shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorney's fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the contract, condition one on the under, vehicle or taking substantial interest, the arbitrator shall award attorney's fees and expenses to the prevailing party. Both the arbitrator and the arbitrator shall award shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision a confidential matter and shall not disclose as may be legally required or as may be necessary to enforce the arbitration award. Arbitration shall be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on a basis involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR
PARTS
DEDUCTIBLE
SUBLET
SHOP SUPPLIES
HAZARDOUS MATERIALS
SALES TAX OR TAX I.D.
SPECIAL ORDER DEPOSIT
DISCOUNTS
TOTAL DUE

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

DRIVER'S VILLAGE
 Drivers Village, Inc.
 DBA Burdick Kia
 5865 East Circle Drive, Suite 345
 Cicero, New York 13038
 Telephone # (315) 233-5308
 Facility ID # 7100367



SERVICE DEPARTMENT HOURS
 7:30 a.m. to 5:00 p.m.
 Monday - Friday
 8:00 a.m. - 4:00 p.m. - Saturday

R/O Open Date	4/24/13	R/O Number	3445303
R/O Close Date		Status	
R/O Mileage In	4,24/13	R/O Mileage Out	5176
Service Advisor / Tag	Chris McNitt		
Vehicle Identification Number	KNAGM4A7103		
Delivery Date	11/30/12	In-Service Date	11/30/12
Color	BLACK	License Number	

[Redacted]
 LIVERPOOL, NY [Redacted]

Work Phone: [Redacted]
 Home Phone: [Redacted]

Year	Make	Model	Body	Color	License Number
2012	KIA	OPTIMA	4335 LX	BLACK	[Redacted]
P12000619					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
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Call: [Redacted]
 FREE MULTI-POINT PROGRAM INSPECTION PERFORM VEHICLE
 CHECKOVER AT NO CHARGE TO OUR VALUED CUSTOMERS.
 COURTESY CAR WASH WHEN AVAILABLE.
 Work performed by Jeff Gray
 Sub Total: .00

WE WANT YOUR 10's!
 YOUR COMPLETE SATISFACTION IS OUR GOAL.
 If you are not completely satisfied, please call me,
 Korey Gould, Service Manager.
 (315) 233-5308

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I Herby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which shall not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs here to. **DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. Seller hereby limits implied warranties to the same period.

TERMS: Strictly cash or acceptable credit card.

I, the undersigned, hereby agree that any and all disputes arising out of or from this agreement shall be referred to and decided by a single arbitrator appointed by the undersigned and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award shall be entered by any state or federal court having jurisdiction over the such award. The parties shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorney's fees. That fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the arbitrator is lacking substantial merit, the arbitrator shall award attorney's fees and expenses to the prevailing party. I, the undersigned, and the arbitrator shall have no authority to award the cost of the arbitration, the arbitration award, and the arbitration fees to any party. I, the undersigned, shall be responsible for any and all costs that may be necessary to enforce the arbitration award. Arbitration shall be conducted on an individual, not a class-wide basis. There shall be no right for any dispute to be arbitrated on a class action basis or for any class action claims brought in a purported representative capacity on behalf of the general public. Only you and you may be the parties to the arbitration proceeding may be arbitrator with any other arbitration proceeding between us and any other person or entity.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

VIN # [REDACTED]

Date: 4/21/22

Year/Make/Model 12 Optima Black

Mileage 5.176 Lic. Plate #

Name _____

Address _____

Home Phone: _____ Cell: _____

DAMAGE REPORT **DAMAGE REPORT** **DAMAGE REPORT** **DAMAGE REPORT**

1 **LF** **LR** **RR** **RF** **EST. REQ.**

OK **WILL REQUIRE FURTHER ATTENTION** **REQUIRES IMMEDIATE ATTENTION**

INSPECT EACH SERVICE			CHECK TIRES/MEASURE TIRE TREAD DEPTH		
2	☒ ☒	Oil	TIRE PRESSURE SET TO FACTORY RECOMMENDATION		
3	☒ ☒	Washer fluid check (includes topping off)	LF	8	RF
4	☒ ☒	Wiper blades	Pressure <u>33</u>		Pressure <u>33</u>
5	☒ ☒	Operation of lights	Tread <u>9</u>		Tread <u>9</u>
6	☒ ☒	Inspect horn	Depth <u>9</u>		Depth <u>9</u>
7	☒ ☒	New York State Inspection	Pressure <u>33</u>		Pressure <u>33</u>
		Exp. Date <u>12/13</u>	Tread <u>10</u>		Tread <u>10</u>
			LR		RR

Did You have an Appointment?	Yes	No	Do you have an Extended Service Agreement	Yes	No
Do you have your Maintenance Log Book with you?	Yes	No	If possible, I would like my car by _____ : _____ AM / PM		
Would you like a Complimentary Car Wash?	Yes	No	Can vehicle be left overnight if necessary?	Yes	No
Would you like a Complimentary 14 Point Vehicle Inspection?	Yes	No	I understand there may be a diagnostic fee in the event the repairs are not covered by any warranties. <i>Please Initial</i>		

FREE	CHRY ADV	CHRY SC	CONVENT	DURA	SYN	Update Time _____ : _____ am / pm					
LOF	ROT	BAL	NYSI	MCF	MA4	TBS	MAT	FIS	TCS	DSR	DSF

Customer Concern _____

Customer Concern _____

Customer Concern _____

E-Mail Address _____

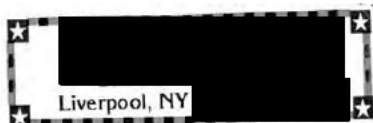
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

"I hereby authorize the repair work to be done with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

X



Liverpool, NY

SYRACUSE NY 130

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Dept. of Transportation
National Highway Traffic Safety Admin.
Office of Defects Investigation
1200 Jersey Ave SE. NVS-210
Washington D.C. 20077-9382

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