


INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C . 552(B)(6)

 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 19-FEB-2015	Repository <input type="checkbox"/> Reference No. 10684337
OWNER INFORMATION (Type or Print)		Daytime Telephone Number [REDACTED]
Name [REDACTED]		E-mail Address [REDACTED]
Address [REDACTED]		Evening Telephone Number [REDACTED]
City SOUTH PARK	State PA	Zip Code [REDACTED]
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 KNDMB233866 [REDACTED]	Make KIA	Model SEDONA
Model Year 2006	Date Purchased 8/1/2007	Dealer's Name and Telephone Number CarMax (502) 499-1866
Engine: No: Cylinders 6	Fuel Type: Gasoline	Original Owner <input type="checkbox"/>
Dealer's City Louisville, Ky	State	Zip Code
Transmission Type Automatic	<input checked="" type="checkbox"/> Antilock Brakes <input checked="" type="checkbox"/> Cruise Control	Powertrain
Multiple Failure:	Incident Date(s) 04-FEB-2015	[REDACTED]
FAILED COMPONENT(S)/PART(S) INFORMATION		
Vehicle Component Code: 020000 SUSPENSION	Failure Mileage 105000	Failure Speed 20
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)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair	Failure Location:
Tire Component Code	Tire Failure Type:	[REDACTED]
ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE		
Make:	Date Manufactured:	Model No./Name:
Seat Type:	Installation System:	[REDACTED]
Child Seat Component Code:	Failed Part:	[REDACTED]
APPLICABLE INCIDENT INFORMATION (Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)		
Crash <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured 0
Number of Deaths 0	Reported to Police * Y	[REDACTED]
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 KIA SEDONA. WHILE DRIVING 20 MPH, A LOUD CRACK WAS HEARD AND THE VEHICLE STALLED ^{STOPPED} AND COLLAPSED WITHOUT WARNING. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHO STATED THAT THE FAILURE WAS DUE TO A DEFECTIVE CONTROL ARM. THE DRIVER AND PASSENGER SIDE CONTROL ARMS, SWAY BAR LINKS, AND DRIVE AXLE ASSEMBLIES WERE REPLACED. THERE WAS ALSO A FRONT END ALIGNMENT PERFORMED. THE CONTACT WAS MADE AWARE OF NHTSA CAMPAIGN NUMBER: 13V550000 (SUSPENSION) HOWEVER THE VIN WAS NOT INCLUDED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE CONTACT WAS PROVIDED A LEGAL DOCUMENT TO SIGN IN ORDER TO RECEIVE A REFUND FOR THE REPAIRS. THE CONTACT DID NOT FEEL COMFORTABLE SIGNING THE DOCUMENT IN ORDER TO RECEIVE A REFUND FROM THE MANUFACTURER. THE APPROXIMATE FAILURE MILEAGE WAS 105,000.		
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.		

Subject: FW: ODI Complaint 10684337 - Part 1
Date: Monday, June 01, 2015 8:55:22 AM
Attachments: [NHTSA Vehicle Questionnaire.pdf](#)
[Kia Sedona Recall Receipt for Repairs from Knolls.pdf](#)
[South Park Police Report for Kia Failed Control Arms Breakdown.pdf](#)
[AAA Towing Receipt for Kia Failed Control Arms.pdf](#)
[Initial email to Kia about Control Arm Failure.pdf](#)
[NHTSA & Kia Screen Shot Website No Open Recalls.pdf](#)
[Settlement Agreement sent by Kia.pdf](#)
[Revised Settlement Agreement from Kia.pdf](#)

Sent: Thursday, May 28, 2015 12:15 PM

Subject: FW: ODI Complaint 10684337 - Part 1

From: [REDACTED]
Sent: Friday, May 01, 2015 3:59 PM
To: DataQuality, DataQuality (NHTSA)
Subject: ODI Complaint 10684337 - Part 1

Date: May 1, 2015

To: NHTSA

From: [REDACTED]

RE: ODI Complaint 10684337

Attached you will find my response and requested documentation regarding the above complaint. I have also sent 2 other separate emails (Parts 2 and 3) that contain photos of the defective part. Because of the limits on email attachments, it was necessary to do it this way. **Please note that in addition to this email, I have also faxed a copy of this response to ensure its receipt.**

To summarize, I was not notified of the NHTSA Campaign #13V550000 (this was a regional recall for 'salty environment' states only). The part (control arm) went on to fail while I was driving, but I was fortunate to avoid any injury to myself, my [REDACTED]-month old passenger, or any other drivers. However, there are two reasons I have filed this complaint:

First, Kia has agreed to a settlement for my expense for towing and repair charges for my vehicle, but they are holding my refund until I sign a highly-restrictive agreement (I would not be able to continue with this NHTSA complaint if I had signed this agreement). I told them that I will not sign such a restrictive agreement so they sent me a revised agreement which I still have not signed. I am requesting assistance from the NHTSA in receiving this refund from Kia for my repair expenses. In my opinion, this should not be considered a 'settlement' as Kia insists—it is simply a reimbursement of my expense to repair my vehicle. This expense may have been more costly than other vehicles recalled for this same problem, however, I was not

notified of this recall (due to the inefficient 'regional' recall that Kia was permitted to roll out) and, therefore, I was not given the chance to have this repair done before the control arm actually failed. Does every Kia vehicle owner who ever has had a recalled part replaced have to sign a 'settlement' agreement? I should not lose my freedom of speech in regards to expressing the facts surrounding my issues with Kia and this recall because of their error.

Second, and most importantly, after the incident with my vehicle, I searched and found out that there was a recall for this defective part, but when I entered my VIN into both Kia's recall section on their website and the NHTSA (safercar.org) recall section they both said 'no open recalls.' What this means is that if I was not notified of this recall, there are many others out there. Jeannie from Kia verbally told me that since my vehicle was purchased in Kentucky (not included in this recall) but has been registered in Pennsylvania (included in this recall) for over 7 years, I was not notified. However, I explained that the wording in the recall states "originally purchased in OR currently registered in" so this shows that Kia and NHTSA were negligent in monitoring this notification process. Before an unsuspecting Kia owner is injured or injures someone else, please urge Kia to go over their records again and work with the NHTSA to inform effected owners of this recall and please rethink allowing automobile companies implement 'regional' recalls.

Please find attached:

1. Vehicle Owner's Questionnaire noted with changes as per your request
2. Knoll's Automotive receipt for repairs to vehicle for failed control arm
3. South Park Township Police Report
4. AAA Towing fee receipt
5. Photos of failed control arm taken by Knoll's Automotive (sent in a separate email--Part 2)
6. Photos that I took of the failed control arm that I have in my possession (sent in a separate email--Part 3)
7. Initial email to Kia about the recall notification problem and subsequent control arm part failure
8. Screen shot of NHTSA's and Kia's recall section of their websites showing "no open recalls" for my VIN
9. First settlement agreement sent by Kia that I did not sign
10. Revised settlement agreement sent by Kia that I still did not sign

Thank you,

[REDACTED]
[REDACTED]
South Park, PA [REDACTED]
[REDACTED]
[REDACTED]



AAA East Central
5900 Baum Blvd.
Pittsburgh, PA 15206
Phone: 412-365-7410

Garage # 26 Date 2-4-15

Garage Name ADI

Driver's Name [REDACTED]

Call No. [REDACTED]

Member's Name [REDACTED]

Ending Mileage _____

Starting Mileage _____

Total Mileage 5

Less 3 Miles 2

*Overmileage 2 x \$ 3.50 \$ 7.00

*Surcharge Due \$ _____

*Membership Dues \$ _____

*Payable to AAA affiliate at time of service.

Year, make, model of vehicle 06 Kia

Sedona

Begin-forwarded message:

From: [REDACTED]
Date: February 5, 2015 at 10:33:59 PM EST
To: jstroup@kiausa.com
Subject: 2006 Kia Sedona Recall

Hello Jeff,

This email is a follow-up to our conversation yesterday regarding my 'near' accident due to a known and recalled problem with the front control arm of my 2006 Kia Sedona van (VIN KNDMB23386[REDACTED]).

To reiterate, I was driving in my neighborhood, South Park, PA, traveling at approximately 20 miles per hour. I had my [REDACTED]-month-old great niece seated behind me in the van, secured in her rear-facing car seat. As I proceeded down a hill (Riggs Road), I put additional pressure on my brakes while getting ready to make a turn (onto Darcy Drive). Then suddenly there was a loud cracking noise and the van just stopped and dropped to the ground. I could not move it and I was blocking an entire lane of the road. Luckily, there was not a vehicle immediately behind me. I first called the local police (report attached) because I felt that I was creating an unsafe situation for myself, my great niece, and other drivers--the police agreed and quickly came to set up a flare and they parked their car behind my van with their flashers on while they waited with me. Then I called AAA to request a tow truck (receipt attached) to take my vehicle to my regular mechanic (Knoll's Automotive, 839 Clairton Blvd., Pittsburgh, PA 15236).

A few hours later, Tim at Knoll's Automotive called to say the problem was a completely corroded and cracked front driver's side control arm. He said the passenger side needs replaced as well and some other things needed corrected (I have attached pictures sent from Knoll's of my van being repaired and the corroded parts that were removed.) I agreed to the repairs and decided to look online for any information about this sort of problem. I was surprised and disappointed to discover that this was a known and recalled problem with this model of Kia Sedona and for some reason, I was not notified. You confirmed this yesterday by telling me that you saw no outstanding recalls for my vehicle.

This van was purchased at Car Max on August 1, 2007 in Louisville, KY while visiting my brother who lives there. This van had approximately 11,000 miles on it at that time. A few days after purchasing the vehicle, my husband and I brought the van home with us and this is where it has been registered and used ever since--in South Park, PA (now has approximately 105,000 miles). Perhaps this is how I was missed in being notified. The recall for this problem (copy attached) states that all owners were notified for any vehicle sold in OR registered in states with 'salty' environments. I am proof that this process does not include vehicles that were purchased in states not listed in the recall (Kentucky, in our case) but are owned/used in states that are included in the recall (Pennsylvania).

I was told by the police while they were waiting with me for the tow truck to arrive that this product failure could have resulted in a catastrophic accident and I am still shaken up about it. For example, this weekend I was planning to take my family to visit my daughter in Erie, PA (now I don't have a working vehicle so these plans are doubtful) but I shudder to think of this control arm failure happening at 70 miles per hour on Interstate 79--a heavily traveled road. What if my beautiful great niece was fatally injured because of this control arm failure? I have attached to this email a photo of her to let Kia management see the face of someone who rides in their vehicles and relies on their safety.

Up until this point, my husband and I have mostly enjoyed driving this van, but decided even before this incident, that we would never buy another Kia vehicle. We feel that we have had more repairs made than we should have based on the fact that we have previously owned other makes of vehicles that have needed less repairs within the same timeframe and with the same usage. In addition to that, dealing with the local Kia dealerships became something that we seriously dreaded. At first we tried the Century III dealership but found them to be unprofessional and not taking their positions seriously; they also tried to sell us things that clearly weren't needed (for example, shortly after having brakes installed at a non-Kia shop, they said they looked at the brakes and advised that they were worn and needed changed--I believed they just looked at the recommended Kia scheduled maintenance and tried to sell us brakes by saying they looked like they needed changed.) Also, we always had to wait extended periods of time for parts and we would not receive a phone calls about the part's status so we would have to follow up ourselves to check to see if the part came in. We then decide to start going to the South Hills Kia location. They proved to be completely incompetent--we

took our van in for a repair but they had to order a part so we had to pick up our van and wait for the part to to come in. When the part came in, we took the van back to be repaired only to receive a phone call stating that they ordered the wrong part and to come pick up our van and wait again for the correct part to come in. We decided to never to go back to a Kia dealership--in addition to the inferior service departments, Kia has a real problem with making parts quickly available for their customers. We have decided to start using Knoll's automotive about a year ago and have been pleased.

I am respectfully requesting a full refund for my repair costs estimated to be approximately \$1,200 including the front end alignment that was suggested after the repairs were made and the van taken for a test drive (my van will not be available for pick up until Monday and at that point, I can email a copy of the receipt). I am also requesting that Kia Motors Corporation take the initiative to review their records to find out if there are any other unsuspecting owners who need to be notified of this recall before something tragic happens. If that cannot be done, then I believe it is my duty to tell my story of this product failure and missed recall notification to various outlets including the media, NHTSA etc.

Finally, I noticed on www.safercar.gov that there were several technical service bulletins listed regarding corrosion in 2006 Kia Sedona vehicles used in 'salty' environments for front coil springs and rear cross member and control arms. Please advise how I should proceed with ensuring that these are repaired even though there was not a recall.

Thank you,

[REDACTED]
[REDACTED]
South Park, PA [REDACTED]
[REDACTED] (Home)
[REDACTED] (Cell)

From: [REDACTED]
To: JMojica <JMojica@Kiausa.com>
Subject: Re: Kia Case # [REDACTED]
Date: Wed, Feb 11, 2015 7:20 pm

Thanks for your update. I'm assuming you also received my email with the attached repair invoice. If not, let me know and I will resend.

[REDACTED]

-----Original Message-----
From: Mojica, Jeannie [KMA] [KMA] <JMojica@Kiausa.com>
To: [REDACTED]
Sent: Wed, Feb 11, 2015 7:00 pm
Subject: Kia Case #: [REDACTED]

[REDACTED]

I have received your email. I will review your case and get back to you.
Thank you for your patience and cooperation,

 Jeannie Mojica | National Consumer Affairs
Kia Motors America, Inc.
111 Peters Canyon Rd. Irvine, CA 92606
T 949.468.1191 F 949.468.4509 E JMojica@kiausa.com



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From: [REDACTED]
Sent: Friday, February 06, 2015 9:27 AM
To: Mojica, Jeannie [KMA]
Subject: Fwd: 2006 Kia Sedona Recall

Jeanne,

I just received your voicemail and am forwarding this email to you per your request. This email was sent to Jeff Stroup last night but it was returned to me with the message that Jeff's email inbox was full. I then printed the email and all attachments and faxed it to him. Please call me at [REDACTED] or [REDACTED] today if you have any questions. Also I can be reached at [REDACTED] most other days.

[REDACTED]

Sent from my iPhone

[REDACTED]



PEACE OF MIND WARRANTY
 24 - MONTHS / 24,000 - MILES
 36 - MONTHS / 36,000 - MILES
 Extend Your Warranty for FREE to 36-Months / 36,000-Miles When Using Your NAPA AutoCare EasyPay Card!

Knoll Automotive Services
 839 Clairton Blvd.
 Pleasant Hills PA 15236
 (412) 655-3398

Highest Quality Service & Repairs, Guaranteed Since 1978
 "If We Can't Fix It -- It's Not Broken !"

Invoice # [REDACTED]
 [REDACTED]
 SOUTH PARK PA [REDACTED]

Day Phone : [REDACTED]
 Eve Phone : [REDACTED]
 Cell Number : [REDACTED]
 Tag/State : [REDACTED]

Vehicle : 2006 Kia Sedona 3.8 L 3778 CC V6 DOHC 24 Valve
 VIN : KNDMB23386 [REDACTED]
 Created : 2/4/2015 11:40:00 AM
 Complete : 2/6/2015 3:33:41 PM
 Invoiced : 2/6/2015 3:33:41 PM

Odometer In : 106683
 Odometer Out : 106683

Labor/Notes

Code/Tech*	Description	Price
	CUSTOMER CONCERN	\$0.00
	VEHICLE BROUGHT IN ON A FLAT BED...LEFT FRONT SUSPENSION COLLAPSED.	
	MISC LABOR	\$169.10
	DOLLY VEHICLE INTO THE SHOP TO INSPECT FOR DAMAGE...LEFT FRONT LOWER CONTROL ARM RUSTED OUT AND BROKE IN TWO. REPLACE L.F. LOWER CONTROL ARM AND BENT SWAY BAR LINK.	
	MISC LABOR	\$89.00
	REPLACE RIGHT FRONT LOWER CONTROL ARM AND SWAY BAR LINK.	
	AXLE SHAFT - R&R M	\$0.00
	REPLACE WIPER BLADES	\$0.00
	TOP OFF FLUID LEVELS	\$0.00
	FRONT END ALIGNMENT	\$89.95

Parts

Qty	Code/Tech*	Description	Condition	Unit Price	Price
1		LOWER CONTROL ARM ASSEMBLY		\$299.98	\$299.98
1		LOWER CONTROL ARM ASSEMBLY		\$299.98	\$299.98
1		SWAY BAR LINK		\$41.33	\$41.33
1		SWAY BAR LINK		\$41.38	\$41.38
1		DRIVE AXLE ASSEMBLY		\$120.32	\$120.32
1		DRIVE AXLE ASSEMBLY		\$120.32	\$120.32
1		WIPER BLADE		\$0.00	\$0.00
1		WIPER BLADE		\$0.00	\$0.00

Note: M - Labor Database, Copyright, Mitchell International, All Rights Reserved

Labor	\$517.15	less discount : \$169.10	\$348.05
Parts	\$954.21	less discount : \$30.90	\$923.31
Sublet/Misc.			\$0.00
Shop/Haz-Mat			\$14.27
Charges			\$0.00
Sales Tax		Tax @ \$1,285.63 * 7.0000%	\$89.99
		Total Due	\$1,375.62

Customer Signature [REDACTED]

Recalls Results Look-up by VIN

[Print](#)

VIN: KNDMB233866 [REDACTED]
Year: 2006 **Make:** Kia **Model:** SEDONA LX AUTO
Number of Open Recalls: 0

Additional Safety Information

Besides the VIN search tool you just used, NHTSA offers additional safety information based on a vehicle's make, model, and model year and not tied to any particular VIN. A search by vehicle make, model, and model year gives you access to information about technical service bulletins, NHTSA investigations, and owner complaints, as well as safety recalls on aftermarket equipment that is often not linked to a particular VIN or even to your vehicle's manufacturer.

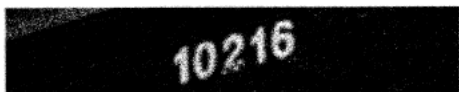
To search NHTSA's safety information based on your vehicle's make, model, and model year, please go to the [Safety Issues section](#) and follow the instructions there.

Recall information for this manufacturer is only available going back to August 01, 1994. If your vehicle was manufactured before this date, please contact the manufacturer for possible additional recall information.

Enter another VIN here:

Please select the brand of this vehicle:

- Hyundai
- Kia



Type the text

[Privacy & Terms](#)

Submit

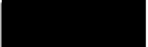
SAFETY RECALLS

Updated as of 2/5/2015

The recall information below includes safety recalls as far back as 8/1/1994.

To help keep your Kia operating at optimum performance levels, schedule a service appointment if your vehicle has one or more service campaigns or recalls outstanding as listed below. Your preferred Kia dealer will complete the repairs, free of charge. The time required to complete the work can vary depending on your dealer's work schedule, so scheduling a service appointment can help minimize any inconvenience.

If you have any questions about these recalls or service campaigns, please contact your preferred Kia dealer, the Owner's Section of Kia.com web site, or contact Kia Consumer Assistance Center at 800-333-4542(4KIA), Monday through Friday, 5 AM to 6 PM PST.

KNDMB233866 

?

SEARCH

2006 SEDONA LX AUTO

There are no open safety recalls for this vehicle as of **2/8/2015**

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter referred to as the "Agreement") is entered into by and among the following parties: (1) [REDACTED] (hereinafter referred to as "Claimant"); and (2) Kia Motors America, Inc.; Kia Motors Corporation (hereinafter referred to as "Kia").

RECITALS

- A. A dispute has arisen between Claimant and Kia regarding a 2006 Kia automobile bearing vehicle identification number KNDMB233866 [REDACTED] (hereinafter referred to as "Subject Vehicle").
- B. Claimant has complained of irregularities, misrepresentations, defects, non-conformities and problems relating to the sale or lease of and with the Subject Vehicle.
- C. Claimant and Kia wish to settle all existing disputes as well as any and all past and present and known and unknown disputes regarding but not limited to the Subject Vehicle.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements herein contained, the parties hereto agree as follows:

AGREEMENT

- 1. Kia shall reimburse Claimant for repair and tow charges for the incident that occurred on or around 2/4/15 in the amount of \$1,382.62 USD.
- 2. It is understood and agreed that this settlement is a compromise of disputed claims and does not constitute an admission of liability on the part of Kia.
- 3. Claimant hereby releases and fully discharges Kia, Kia Motors America, Inc., Kia Motors Corporation, claimant's finance company and any and all other defendants and potentially liable parties, and each of their predecessors, successors, subsidiaries and affiliated entities, parents, partners, officers, directors, shareholders, agents, employees, representatives, attorneys, successors and assigns, past and present, and each of them (hereinafter referred to as the "Releasees") from any and all claims, demands and causes of action and any and every kind and nature, without limitations, whether known or unknown, suspected or unsuspected, which Claimant now owns or holds or at any time heretofore has owned or held against the Releasees arising out of, resulting from, or in any way related to the above Recitals. In the event Claimant has filed any lawsuit, with respect to this matter, Claimant hereby agrees to dismiss said lawsuit with prejudice as to all parties.
- 4. Section 1542 of the California Civil Code, provides that:

"A general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."

Notwithstanding Section 1542 or other similar provisions, Claimant agrees that this release shall constitute a full release in accordance with its terms. Claimant knowingly and voluntarily waives the provisions of §1542, and acknowledges and agrees that this waiver is an essential and material term of the Agreement that led to it, and that, without such waiver, the settlement would not have been entered into. Claimant acknowledges his/her understanding that the effect of the Agreement is to waive and release all future potential claims for damages which were or may have been suffered but which have not yet manifested themselves.

5. Claimant further expressly understands and agrees that the signing of the Agreement shall be forever binding on Claimant and Claimant's agents, predecessors, successors, affiliates, assigns, heirs, personal representatives, executors, administrators, attorneys, employees, dealerships, agents, servants and insurers, and no rescission, modification or release of the undersigned from the terms of the Agreement will be made for any mistakes as set forth herein. Claimant further warrants that no promise or inducement has been offered except as herein set forth and that the Agreement was executed without reliance upon any statements or representation by Kia and Claimant warrants that he/she is legally competent to execute this Settlement Agreement and General Release.
6. Claimant hereby agrees to indemnify, defend, and hold harmless Kia from all loss, cost, claim or expense (including but not limited to all expenses of investigation and defense of any such claims or action, including reasonable attorneys' fees and expenses) arising out of any claim made or action instituted by any person or entity who claims to be the beneficiary of such assignment or transfer, and to pay and satisfy any judgment resulting therefrom or any such claim or action.
7. Claimant acknowledges that he/she has not been influenced to any extent in entering into the Agreement by any representations or statements regarding any such action, claim, demand or cause of action made by any party. Claimant acknowledges that he/she has had the opportunity to consult with his/her attorneys, and that he/she has voluntarily executed the Agreement after independent investigation and without fraud, duress or undue influence.
8. The Agreement constitutes the entire understanding between the parties hereto pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understanding, whether written or oral, between the parties hereto pertaining to the subject matter hereof.
9. The Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce this settlement or to address any cause of action arising from the facts contained in the Agreement will be filed in the Superior Court of California, County of Orange. All parties voluntarily agree to jurisdiction in said court.
10. Each party hereto shall bear all attorney's fees, expenses and costs arising from the actions of its own counsel in connection with the Complaint and/or Cross-complaint, the Agreement, and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.
11. In consideration of the mutual benefit to the Claimant and Kia and other consideration the receipt of which is acknowledged, Claimant and Kia agree to keep the terms of this settlement and agreement strictly confidential, including a mutual agreement to not make or post disparaging statements about each other or the products involved with print, electronic, social media or internet media. However, nothing contained in this paragraph shall prohibit any party or attorney to this agreement from disclosing either the existence of or the terms of this settlement or agreement to their respective insurance carriers, accountants, the parties or courts of competent jurisdiction in furtherance of the legal process or as otherwise required by a legal duty or obligation owed by Claimant or Kia, or to others with the prior written consent of the Kia. In the event Claimant or Kia discloses any of the terms of this settlement or agreement as allowed by this paragraph, such party shall prior to such disclosure, secure in writing from the person or entity to whom disclosure

is made, other than a court, such party's or entity's agreement to maintain the disclosed information in confidence. Although the terms of this settlement and agreement shall remain strictly confidential in accordance with this section, nothing herein shall prohibit Claimant or Kia from communicating with the National Highway Traffic Safety Administration ("NHTSA") regarding the Subject Vehicle's service history or any complaints that Claimant may have regarding the performance of the Subject Vehicle or the administration of service campaigns.

Print Claimant's Name: _____

By: _____


Date: _____

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- 1. Kia shall reimburse Claimant for repair and tow charges for the incident that occurred on or around 2/4/15 in the amount of \$1,382.62 USD.
- 2. It is understood and agreed that this settlement is a compromise of disputed claims and does not constitute an admission of liability on the part of Kia.
- 3. Claimant hereby releases and fully discharges Kia, Kia Motors America, Inc., Kia Motors Corporation, claimant's finance company and any and all other defendants and potentially liable parties, and each of their predecessors, successors, subsidiaries and affiliated entities, parents, partners, officers, directors, shareholders, agents, employees, representatives, attorneys, successors and assigns, past and present, and each of them (hereinafter referred to as the "Releasees") from any and all claims, demands and causes of action and any and every kind and nature, without limitations, whether known or unknown, suspected or unsuspected, which Claimant now owns or holds or at any time heretofore has owned or held against the Releasees arising out of, resulting from, or in any way related to the above Recitals. In the event Claimant has filed any action, lawsuit, litigation, claim or complaint, legal, administrative or otherwise, with respect to this matter, Claimant hereby agrees to dismiss said action, lawsuit and/or litigation with prejudice as to all parties and/or to withdraw said claim or complaint forthwith.
- 4. Section 1542 of the California Civil Code, provides that:

"A general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."

Notwithstanding Section 1542 or other similar provisions, Claimant agrees that this release shall constitute a full release in accordance with its terms. Claimant knowingly and voluntarily waives the provisions of §1542, and acknowledges and agrees that this waiver is an essential and material term of the Agreement that led to it, and that, without such waiver, the settlement would not have been entered into. Claimant acknowledges his/her understanding that the effect of the Agreement is to waive and release all future potential claims for damages which were or may have been suffered but which have not yet manifested themselves.

5. Claimant further expressly understands and agrees that the signing of the Agreement shall be forever binding on Claimant and Claimant's agents, predecessors, successors, affiliates, assigns, heirs, personal representatives, executors, administrators, attorneys, employees, dealerships, agents, servants and insurers, and no rescission, modification or release of the undersigned from the terms of the Agreement will be made for any mistakes as set forth herein. Claimant further warrants that no promise or inducement has been offered except as herein set forth and that the Agreement was executed without reliance upon any statements or representation by Kia and Claimant warrants that he/she is legally competent to execute this Settlement Agreement and General Release.

6. Claimant hereby agrees to indemnify, defend, and hold harmless Kia from all loss, cost, claim or expense (including but not limited to all expenses of investigation and defense of any such claims or action, including reasonable attorneys' fees and expenses) arising out of any claim made or action instituted by any person or entity who claims to be the beneficiary of such assignment or transfer, and to pay and satisfy any judgment resulting therefrom or any such claim or action.

7. Claimant acknowledges that he/she has not been influenced to any extent in entering into the Agreement by any representations or statements regarding any such action, claim, demand or cause of action made by any party. Claimant acknowledges that he/she has had the opportunity to consult with his/her attorneys, and that he/she has voluntarily executed the Agreement after independent investigation and without fraud, duress or undue influence.

8. The Agreement constitutes the entire understanding between the parties hereto pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understanding, whether written or oral, between the parties hereto pertaining to the subject matter hereof.

9. The Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce this settlement or to address any cause of action arising from the facts contained in the Agreement will be filed in the Superior Court of California, County of Orange. All parties voluntarily agree to jurisdiction in said court.

10. Each party hereto shall bear all attorney's fees, expenses and costs arising from the actions of its own counsel in connection with the Complaint and/or Cross-complaint, the Agreement, and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.

11. In consideration of the mutual benefit to the Claimant and Kia and other consideration the receipt of which is acknowledged, Claimant and Kia agree to keep the terms of this settlement and agreement strictly confidential, including a mutual agreement to not make or post disparaging statements about each other or the products involved with print, electronic, social media or internet media. However, nothing contained in this paragraph shall prohibit any party or attorney to this agreement from disclosing either the existence of or the terms of this settlement or agreement to their respective insurance carriers, accountants, the parties or courts of competent jurisdiction in furtherance of the legal process or as otherwise required by a legal duty or obligation owed by

Claimant or Kia, or to others with the prior written consent of the Kia. In the event Claimant or Kia discloses any of the terms of this settlement or agreement as allowed by this paragraph, such party shall prior to such disclosure, secure in writing from the person or entity to whom disclosure is made, other than a court, such party's or entity's agreement to maintain the disclosed information in confidence.

Print Claimant's Name: _____

By: _____


Date: _____

Incident Report

South Park Township Police

2675 Brownsville Road
South Park, PA 15129



Phone: 412-833-1000

Fax : 412-833-8533

Table with incident details: Incident #, Incident Date, Type of Call, Final Call Type, Others, Call Time, Dispatched, Arrived, Cleared, Occurred Date, Occurred Time, Location, Dept #.

Table with complainant details: Person #, Name, Address 1, Address 2, City, DOB, Age, Race, Sex, Ht, Wt, Hair, Eyes, Home Ph, Work Ph, OLN, SSN. MNI Comment: DISABLED VEHICLE.

There are 3 other persons associated with this incident

Empty table with 5 columns and 3 rows.

Narrative

1 OFFICERS RECEIVED A CALL FROM DISPATCH FOR A PARKING COMPLAINT ON [REDACTED]
2 [REDACTED] UPON ARRIVAL OBSERVED A GRAY KIA THAT WAS BROKEN DOWN ON RIGGS.
3 OFFICERS MADE CONTACT WITH THE OWNER [REDACTED] WHO STATED THAT SHE
4 WAS DRIVING AND THE VEHICLE STOPPED AND WOULD NOT MOVE ANY MORE. ALSO
5 STATED THAT AAA WAS ON THE WAY. OFFICERS PUT A FLARE OUT FOR SAFETY AND
6 HAD THE PATROL VEHICLE WITH LIGHTS ACTIVATED. OFFICERS WERE ON SCENE FOR
7 TRAFFIC CONTROL AND STAYED UNTIL AAA REMOVED THE KIA FROM THE ROADWAY.

Supplemental Forms

Supplemental Report No, Arrest Number(s), Reporting Officer (JESIONOWSKI, BRIAN), Reviewer, Supervisor Approving (signature).

COPY

CONFIDENTIAL

**Incident Report
Other Persons**

South Park Township Police
2675 Brownsville Road
South Park, PA 15129

Fax : 412-833-8533

Phone: 412-833-1000

Incident #:	[REDACTED]	Call Time	10:20	Arrived	10:30	Occurred Date	FEB 4, 2015
Incident Date	FEB 4, 2015	Dispatched	10:20	Cleared	10:52	Occurred Time	10:20
Type of Call	TRAFFIC RELATED COMPLAINTS			Location	[REDACTED]		
Final Call Type	TRAFFIC RELATED COMPLAINTS			Dept #			

Person #:	1 : Victim						
Name	[REDACTED]	DOB	[REDACTED]	Ht	[REDACTED]	Home Ph	[REDACTED]
Address 1	[REDACTED]	Age	[REDACTED]	Wt	[REDACTED]	Work Ph	[REDACTED]
Address 2	[REDACTED]	Race	WHITE	Hair	[REDACTED]	Cell Ph	[REDACTED]
City	SOUTH PARK, PA. [REDACTED]	Sex	FEMALE	Eyes	[REDACTED]		
		OLN		SSN			
MNI Comment	DISABLED VEHICLE						

Person #:	2 : Other Persons						
Name	[REDACTED]	DOB	[REDACTED]	Ht	[REDACTED]	Home Ph	[REDACTED]
Address 1	[REDACTED]	Age	[REDACTED]	Wt	[REDACTED]	Work Ph	[REDACTED]
Address 2	[REDACTED]	Race	[REDACTED]	Hair	[REDACTED]	Cell Ph	[REDACTED]
Cty St Zip	SOUTH PARK, PA. [REDACTED]	Sex	[REDACTED]	Eyes	[REDACTED]		
		OLN		SSN			
MNI Comment	RESPONDED TO DISABLED VEHICLE						

Person #:	3 : Other Persons						
Name	AAA WEST MIFFLIN	DOB	[REDACTED]	Ht	[REDACTED]	Home Ph	[REDACTED]
Address 1	2070 LEBANON CHURCH RD	Age	[REDACTED]	Wt	[REDACTED]	Work Ph	[REDACTED]
Address 2	[REDACTED]	Race	[REDACTED]	Hair	[REDACTED]	Cell Ph	[REDACTED]
Cty St Zip	WEST MIFFLIN, PA. 15122	Sex	[REDACTED]	Eyes	[REDACTED]		
		OLN		SSN			
MNI Comment	TOWING AGENCY						

Supplemental Report No	Other Reports: Yes, Other Persons and Associated Vehicles	
Arrest Number(s) :		
Reporting Officer	Reviewer	Supervisor Approving
JESIONOWSKI, BRIAN		

COPY

CONFIDENTIAL

**Incident Report
Vehicles**

South Park Township Police
2675 Brownsville Road
South Park, PA 15129



Phone: 412-833-1000

Fax : 412-833-8533

Incident #:	[REDACTED]	Call Time	10:20	Arrived	10:30	Occurred Date	FEB 4, 2015
Incident Date	FEB 4, 2015	Dispatched	10:20	Cleared	10:52	Occurred Time	10:20
Complainant	[REDACTED]						
Type of Call	TRAFFIC RELATED COMPLAINTS			Location	[REDACTED]		
Final Call Type	TRAFFIC RELATED COMPLAINTS			Dept #	[REDACTED]		

License Tag	[REDACTED]	Vehicle Year	2006	Model	SEDONA
License State	PA	Make	KIA	Color	GRAY
Description					
MNI Reference					
Registered Owner	[REDACTED]				
Address	[REDACTED]				
City State, ZIP	SOUTH PARK, PA [REDACTED]				
Comments	DISABLED VEHICLE				

License Tag		Vehicle Year		Model	
License State		Make		Color	
Description					
MNI Reference					
Registered Owner					
Address					
City State, ZIP					
Comments					

License Tag		Vehicle Year		Model	
License State		Make		Color	
Description					
MNI Reference					
Registered Owner					
Address					
City State, ZIP					
Comments					

Supplemental Report No	Other reports: Yes, Other Persons and Associated Vehicles		
Arrest Number(s):			
Reporting Officer	Reviewer	Supervisor Approving	
JESIONOWSKI, BRIAN			

CONFIDENTIAL

COPY

Print Date: 2/4/15 4:27 PM

From: [Atkins, Tanya CTR \(NHTSA\)](#)
To: [Fogle, Brenda CTR \(NHTSA\)](#)
Subject: FW: ODI Complaint 10684337 - Part 2
Date: Monday, June 01, 2015 8:55:34 AM
Attachments: [Knoll's Automotive Photos Kia Control Arms.pdf](#)

)

Sent: Thursday, May 28, 2015 12:15 PM
To: Wells, Cynthia CTR (NHTSA)
Subject: FW: ODI Complaint 10684337 - Part 2

Email 2 of 3.

From: [REDACTED]
Sent: Friday, May 01, 2015 3:59 PM
To: DataQuality, DataQuality (NHTSA)
Subject: ODI Complaint 10684337 - Part 2

This email is an addendum to the Part 1 email. Attached you will find photos of the defective control arm taken by Knoll's Automotive.

[REDACTED]



