

CI-10836170-1059

Attorney General of New Mexico

HECTOR H. BALDERAS
Attorney General

April 19, 2016

[REDACTED]

Mandy Strauss
Kia Motors America, Inc.
Western Region Consumer Affairs
111 Peters Canyon Road
Irvine, CA 92606-1790

MAY -3 2016

Re: **Complainants:** [REDACTED]
VIN: 5XYKWDA22DG [REDACTED]
Model Vehicle: 2013 Kia Sorento

Dear Ms. Strauss:

We acknowledge receipt of your response to [REDACTED] complaint. Thank you. Below is a summary of the Consumers' rebuttal.

On 12/03/13 Kia of SF (dealership), performed an oil change on [REDACTED] NEW vehicle at 19,170 miles. The oil filter and air cleaner were also replaced. There are no notations or information on the R/O provided to the Consumers by the dealership indicating there were any signs of sludge or any other problem on this date. The ECM Upgrade was also performed by the dealership at that time.

On Quick Lube Center's R/O dated 02/14/15, (six months prior to the vehicle becoming inoperable, at 37,675 miles), Quick Lube Center also did not indicate or state that there was any evidence of sludge or any other problem with the vehicle at that point in time. In addition, no indicators illuminated on the dash board at any time indicating the vehicle was low on oil, or that there were any problems with the vehicle whatsoever.

On 08/15/15, (six months after the previous oil change, 7700 miles after the last oil change), while [REDACTED] was driving the "new" 2013 Kia Sorento, the vehicle "died suddenly," and [REDACTED] was unable to re-start the vehicle. There was no indication of any problem during the 45,379 miles which [REDACTED] drove. No indicators illuminated on the dash board at any time.

RR
5/10/16
SUD

On 08/16/15, the Consumers contacted the dealership and the dealership had the vehicle towed to their dealership on 08/16/15.

On 08/17/15, the dealership created two R/O's. On one R/O, there is a **hand-written notation** which appears to have been written by the dealership's mechanic, which misstates that the vehicle's inoperability/failure was due to "lack of maintenance." The dealership's mechanic wrote: "Inspected and found engine seized up. **Checked engine oil level and FOUND NONE...**"

However, on the "other" R/O created by the dealership on the same date (8/17/15), the information contained on that R/O, the mechanic wrote: "**FOUND ENGINE HAS ABOUT 2 QUARTS OF OIL...**"

In other words, on the one hand, on one R/O, the dealership/mechanic wrote, "***found engine has about 2 quarts of oil...***" and on the other hand – on the other R/O produced the same date, it states, "***checked engine oil level and found none...***" Therefore, this begs the question, did the vehicle have 2 quarts of oil or none?

The Consumer's complaint states they also checked the oil level when the vehicle seized and became inoperable, and they "found **no oil, and no leaks.**" The Consumers' statement confirms one of the dealership's statements, "checked engine oil level and **found none...**"

Therefore, the question then is, why was there NO oil in the engine? The Consumers contend there was no oil in the vehicle due to the well-known defects in the 2013 Kia Sorento first generation 3.5L 24 valve DOHC V-6 engine," and NOT due to "lack of maintenance" as falsely misrepresented by the dealership when their mechanic assumed the oil had not been changed because there was "no oil sticker," affixed to the windshield.

On the contrary, the last oil change prior to the vehicle's failure occurred six months prior -- 7700 miles earlier, (copy of Quick Lube Center receipt enclosed). Again, there is no indication on Quick Lube Center's receipt of any sludge or any other problem subsequent to the last oil change by Quick Lube on 2/14/15.

It is the Consumers' opinion that the dealership's notes are based solely on the mechanic's assumption that the oil had not been changed. The Consumers contend the mechanics/dealership's statements are contradicting and false, and therefore, bear no weight.

time of the transaction, (as evidenced in the numerous complaints on the internet and those filed with NHTSA), however, KIA failed to disclose the material fact(s) to them at the time of sale, and also when the engine failed. The Consumers stated they never would have purchased the 2013 Kia Sorento had the dealership disclosed the engine defect.

The Consumers allege great economic loss due to the Dealership's and KIA's misrepresentations. "Not only did KIA actively conceal the material fact that this particular component is defectively designed and requires costly repairs to fix, but it also did not reveal that the existence of this defect would diminish the intrinsic resale value of the vehicle."

The Consumers further opined the dealership took advantage of their lack of knowledge. They recently learned they were grossly overcharged for the defective 2013 KIA Sorento. The dealership charged [REDACTED] \$44,175.00 for the new 2013 Kia Sorento with a 10.250% interest rate for a total amount of \$59,198.88.

The MSRP price for a 2013 Kia Sorento SX AWD at the time of sale was approximately \$33,400.00 (see enclosed document obtained from NADA, the official car guide). Therefore, the Consumers allege that to their detriment, the dealership grossly and unjustly enriched themselves by knowingly selling them a defective vehicle for approximately \$10,775.00 above the MSRP, plus an additional \$15,310.43 in interest. Today's price for a new 2016 Sorento SX starts at \$38,300.00, minus any applicable rebates.

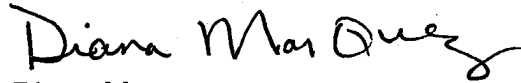
The Consumers have been without their vehicle for seven months, having to make the payments and the insurance premiums, which have cost them a lot of money. The vehicle's failure has caused them undue hardship, financially and emotionally, as well as loss of use.

For the reasons stated above, and in an effort to resolve this complaint at this juncture, as well as to avoid litigation costs to all parties, the Consumers propose that KIA Motors America, Inc., buy back the defective vehicle and make the Consumers whole.

Please inform our office no later than May 9, 2016, whether or not KIA accepts the proposed resolution at this juncture.

Thank you for your anticipated cooperation in resolving this dispute at this juncture. In the meantime, if you have any questions, I can be reached at (505) 222-9041 or via email at dmarquez@nmag.gov.

Sincerely,



Diana Marquez
Consumer Advocate
NM Office of Attorney General
111 Lomas NW, Suite 300
Albuquerque, NM 87102
(505) 222-9041 – direct
(505) 222-9033 – fax

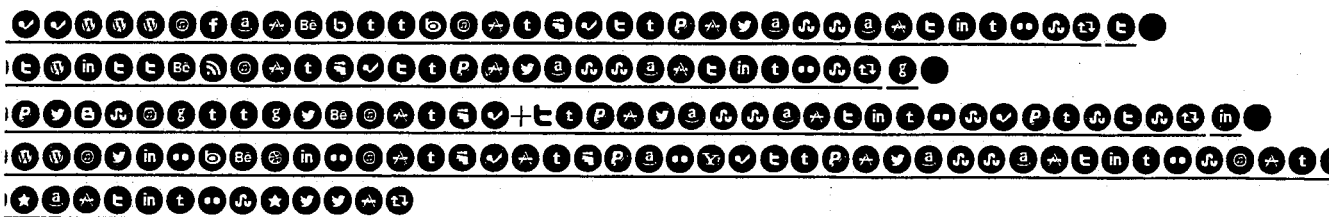
Enclosures: a/s

Copies to: [REDACTED] Consumers

Lori Chavez, Assistant Attorney General

National Highway Traffic Safety Administration

Federal Trade Commission



TOP CLASS ACTIONS

Connecting Consumers to Settlements, Lawsuits and Attorneys

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Class Action Settlements

Class Action Investigations

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START A CLASS ACTION



The Kia Sorento is prone to catastrophic engine failure, according to a class action lawsuit filed in New Jersey.

Plaintiffs allege in the Kia Sorento class action lawsuit that Kia Motors knowingly concealed that its 2002-2009 Sorento crossovers were manufactured with a defective engine part called the crank sprocket. This alleged engine defect leads to a catastrophic chain of events that starts with severe heat buildup, the release of debris, and then leads to loss of steering control, engine failure and the potential for a hazardous accident, according to the class action lawsuit.

POPULAR SETTLEMENTS

"Not only did Kia actively conceal the material fact that this particular component is defectively designed (and requires costly repairs to fix), but it also did not reveal that the existence of this defect would diminish the intrinsic resale value of the vehicle," plaintiffs say in the Kia Sorento class action lawsuit.

The plaintiffs allege Kia has known about the Sorento engine defect for years, as evidenced by numerous online complaints, but has withheld this information from consumers while making numerous statements about the quality and reliability of the Sorento. As a result, Kia's "scheme of false and misleading advertising and marketing" has caused tens of thousands of consumers to purchase a Sorento over another vehicle without the alleged defect.

When Sorento owners with vehicles still under warranty sought repairs related to the engine defect, Kia only temporarily repaired the damaged parts or replaced them with similarly defective components, the class action lawsuit continues.

Furthermore, the class action lawsuit accuses Kia of profiting from the alleged Sorento engine defect by performing unnecessary replacements, computer reprogramming and software updates despite knowing the true cause of the problem.

The Kia Sorento class action lawsuit is brought on behalf of a nationwide class of consumers that purchased or leased the first generation Sorento. It is seeking damages, injunctive relief - including a recall to repair the alleged defect - and more for alleged breach of warranties, breach of contract, negligence and violations of the Magnuson-Moss Warranty Act and the New Jersey Consumer Fraud Act.



santa fe

1701 St. Michaels Drive - Santa Fe, NM 87505
(505) 982-1957

SERVICE DEPARTMENT HOURS

7:30 a.m. to 5:30 p.m.
Monday - Friday
8:00 a.m. to 1:00 p.m. Saturday

R/O Open Date	R/O Number
3/17/15	
R/O Close Date	Status
9/01/15	Reprint
Mileage In	Mileage Out
45379	45379
Service Advisor / Tag #	
CARLOS LOPEZ TO/8558	
Vehicle Identification Number	
5XYKWDA22DG	
Delivery Date	In-Service Date
11/24/12	11/24/12
Color	License Number
SNOW WHITE	

Work Phone			
LAS VEGAS, NM			
Home Phone			
Year	Make	Model	Body
2013	KIA	SORENTO	AWD 4DR V6 SX

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Email: [REDACTED]	
#1 - MR 01: ADJUSTMENTS CUSTOMER STATES VEHICLE DONT START. CHECKE VEHICLE ENGINE AND DONT FOUND ANY SIGNS OF OIL LEAK [FOUND ENGINE HAS ABOUT 2 QUART OF OIL] REMOVE OIL PAN AND FOUND ENGINE HAS SLUDGE BUILD UP COUSING ENGINE TO FAIL DUE LACK OF LUBRICATION. Work performed by CHAVEZ, SERGIO(517) Sub Total: Labor: .00 Parts: .00 Total: .00 TO RENEW ENGINE PARTS AND LABOR IS \$8050.00 PLUS TAX. CUSTOMER DECLINE ANY REPAR OR ANY SERVICES AT THE TIME. COMPLETED.	
#2 - MR 01CUST360: KIA CUSTOMER 360 INSPECTION \$29.99 VALUE AT NO CO Work performed by CHAVEZ, SERGIO(517) COMPLETED.	

no 1-cust #

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along 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 the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."	LABOR	.00
	PARTS	.00
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	.00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

LAS VEGAS, NM

Home Phone	R/O Open Date	R/O Number
	8/17/15	
Work Phone	Time Received	Time Promised
	12:19	8/17 17:00
Key Tag #	Current Mileage	Mileage Out
	45379	
Year	Make	Model
2013	KIA	SORENTO
Vehicle Identification Number	Color	Body
5XYKWDA22DG	SNOW WHITE	AWD 4DR V6 SX
	License Number	Engine Code
	Delivery Date	Service Advisor
	11/24/12	CARLOS LOPEZ
		In-Service Date
		11/24/12

Email:

#1 - 01: ADJUSTMENTS
CUSTOMER STATES VEHICLE DONT START

517

#2 - 01CUST360: KIA CUSTOMER 360 INSPECTION \$29.99 VALUE AT NO CO

Original Estimate: .00

CO#	RO#	Date	Miles	Service Writer	Tech	Time	Total
BA1		12/03/13	19170	LAURENCE TAYLOR			49.65
				C LOF3995: OIL AND FILTER CHANGE WITH TIRE ROTATION	621	.50	
				W 70: CAMPAIGNS	621	.30	
				C 01CUST360: KIA CUSTOMER 360 INSPECTION \$29.99 VAL	621	.00	
BA1	2001138	7/23/12	5	CARLOS ABEYTA			.00
				W 99K1Z1: PDI PREP PERFORM NEW VEHICLE PRE-DELIVERY	528	1.00	

Inspected and found engine seized up. checked engine oil level and found none on the dipstick. checked for visual leaks and no leaks found. found excessive amounts of sludge. (no oil stickler)

lack of maintainance

customer ok

P/A new kia engine (long block)

1.5 hour down time

need DCS and maintenance records

I hereby authorize the repair work above to be done along 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 the purpose of testing and/or inspection. An express mechanic's limit is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, 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 liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

Customer Signature



1701 St. Michaels Drive - Santa Fe, NM 87503
(505) 832-1957

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
8:00 a.m. to 1:00 p.m. Saturday

12/03/13	
12/03/13	Reprint
19170	19170
LAURENCE TAYLOR	
5KYKWA22DC	
11/24/12	11/24/12
2013	KIA
SORRENTO	AWD 4DR V6 SX
	SNOW WHITE

LAS VEGAS, NM				
2013	KIA	SORRENTO	AWD 4DR V6 SX	SNOW WHITE

<p>Small: [REDACTED]</p> <p>#1 - MR [REDACTED] OIL AND FILTER CHANGE WITH TIRE ROTATION Work performed by ARTHUR ARCHULETA(621) Kit: 3CAA0: Installed 26320 3CAA0 :SERVICE KIT-OIL FILT ✓ Installed OIL :5/20 ENGINE OIL Installed 28113 2P210 :FILTER-AIR CLEANER 1@15.00 Sub Total: Labor: 20.95 Parts: 34.00 Total: 54.95 PERFORMED</p> <p>#2 - MR 70: CAMPAIGNS PERFORM SA153 XMA V6 ECM UPGRADE Work performed by ARTHUR ARCHULETA(621) PERFORMED UPDATE 130A04R0 N69/C40</p> <p>#3 - MR [REDACTED]: KIA CUSTOMER 360 INSPECTION \$29.99 VALUE AT NO CO Work performed by ARTHUR ARCHULETA(621) COMPLETED</p> <p>15% off Parts & Labor Mailer</p>	<p>20.95</p> <p>19.00</p> <p>15.00</p> <p>Warranty</p> <p>-8.24</p>
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<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along 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 the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.</p> <p>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 or its liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>	<table border="1"> <tr><td>LABOR</td><td>20.95</td></tr> <tr><td>PARTS</td><td>34.00</td></tr> <tr><td>DEDUCTIBLE</td><td>.00</td></tr> <tr><td>SUBLET</td><td>.00</td></tr> <tr><td>SHOP SUPPLIES</td><td>.00</td></tr> <tr><td>HAZARDOUS MATERIALS</td><td>.00</td></tr> <tr><td>SALES TAX OR TAX I.D.</td><td>2.94</td></tr> <tr><td>SPECIAL ORDER DEPOSIT</td><td>.00</td></tr> <tr><td>DISCOUNTS</td><td>-8.24</td></tr> <tr><td>TOTAL DUE</td><td>57.89</td></tr> <tr><td>Visa/MasterCard [REDACTED]</td><td>49.65</td></tr> </table>	LABOR	20.95	PARTS	34.00	DEDUCTIBLE	.00	SUBLET	.00	SHOP SUPPLIES	.00	HAZARDOUS MATERIALS	.00	SALES TAX OR TAX I.D.	2.94	SPECIAL ORDER DEPOSIT	.00	DISCOUNTS	-8.24	TOTAL DUE	57.89	Visa/MasterCard [REDACTED]	49.65
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TOTAL DUE	57.89																						
Visa/MasterCard [REDACTED]	49.65																						
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS																							
X																							



santa fe

12/16/2015

Attorney General of New Mexico
Attn: Diana Marquez, Consumer Advocate
111 Lomas Blvd. NW, Suite 300
Albuquerque, NM 87102

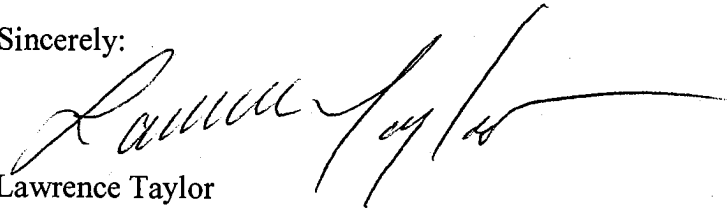
RE: Consumer Complaint of [REDACTED]

Dear Ms Marquez:

In response to the complaint of [REDACTED] of engine failure that occurred on August 17th, 2015, the vehicle was towed in on the same day and the owner authorized removal of oil pan for inspection. Our Kia certified mechanic found an excessive amount of sludge in the oil pan and lower half of the engine, at which time the owner was advised. As required by Kia Motors America, we requested service records since we only had one on file for the customer at 19,170 miles. In order for the warranty to be honored by a manufacturer, regular maintenance must be shown. The sludge in engine and pickup screen was due to lack of regular maintenance (oil changes) caused the engine to fail due to lack of lubrication which is not a manufacturer defect.

Enclosed are the copies of our repair orders, technician notes, as well as our DCS warranty coverage view and kia manual on engine replacements.

Sincerely:


Lawrence Taylor
Service Manager
Kia of Santa Fe

CUSTOMER SERVICE HISTORY

Thursday 8/27/2015

Store # 0001

LAS VEGAS

Page 1

QUICK LUBE CENTER
1900 GRAND AVE
LAS VEGAS, NM 87701
425-0600

Name :	[REDACTED]	Email:	
Street :	[REDACTED]	VIN:	
Zip :	[REDACTED]	Acct #	[REDACTED]
Mileage:	0	Phone Number :	505--
Vehicle:	2013 KIA SORENTO		
Last Oil Used:	PENNZ 5W20	Qty:	5.5 quarts
		Total Visits :	1

HISTORY BY INTERVAL

FULL SERVICE was performed -37,675 miles / 6 months ago.

HISTORY BY VISITS

VISIT # 1 on 02/14/2015 at 37,675 miles at Store .0001 Receipt # [REDACTED]

- 1) OIL CHG AND FLUID CHECK
- 2) Extra Charge - Oil Filter
- 3) Extra oil over 5 units

-- ALL CURRENT COMMENTS --

Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
6525	7600	8475	Utility 4D Laredo (2WD)	S48N	27885	4368	7650	11325
7300	8400	9300	Utility 4D Laredo	R48N	30475	4613	8375	12225
7750	8875	9800	Utility 4D Limited (2WD)	S58N	33415	4421	8825	12775
8525	9675	10600	Utility 4D Limited	R58N	36005	4665	9550	13625
8375	9525	10450	Util Limited 5.7L HEMI (2WD)	S582	35510		9425	13450
9150	10325	11275	Utility 4D Limited 5.7L HEMI	R582	38750	4735	10150	14350
9150	10325	11275	Util Overland 5.7L HEMI (2WD)	S682	39240		10150	14350
9925	11125	12100	Utility Overland 5.7L HEMI	R682	42480		10900	15225
16850	18225	19325	Utility 4D SRT-8	R783	39320	4788	17400	22875

Trade-In	Loan	Retail	Trade-In	Loan	Retail
Add Boston Acoustics (Laredo)	225	250	Add Pwr Snrf (Std. 5.7L HEMI)	400	450
Add Leather Seats (Laredo)	350	400	Add Rear Entertainment System	250	300
Add Navigation (Std. Overland)	350	400			

2006 COMMANDER-V6-4WD

Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
6775	7850	8725	Utility 4D (2WD, V6)	H48K	27290	4581	7875	11600
7200	8300	9200	Utility 4D (V6)	G48K	29290	4783	8300	12125
7050	8150	9050	Utility 4D (2WD)	H48N	28010	4709	8150	11950
7475	8600	9500	Utility 4D	G48N	30630	4951	8550	12450
8950	10125	11075	Utility 4D Limited (2WD)	H58N	35585	4811	9975	14125
9400	10575	11525	Utility 4D Limited	G58N	38205	5047	10375	14625
9400	10575	11525	Utility 4D Limited HEMI (2WD)	H582	36430	4930	10375	14625
9825	11025	12000	Utility 4D Limited HEMI	G582	39700	5169	10800	15125

Trade-In	Loan	Retail	Trade-In	Loan	Retail
Add Boston Acoustics (Std. Ltd)	225	250	Add Pwr Sunroof (Std. Limited)	400	450
Add Leather Seats (Std. Ltd.)	350	400	Add Rear Entertainment System	250	300
Add Navigation System	350	400	Ded W/out Rear Air Conditioning	175	175

2005 WRANGLER-6 Cyl.-6 Spd.-4WD

Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
6525	7600	8475	Utility 2D SE (4 Cyl.)	A29	17900	3200	7650	11100
8525	9675	10600	Utility 2D X	A39	20210	3438	9550	13400
8725	9875	10825	Utility 2D Sport	A49	22990	3539	9750	13625
9225	10400	11350	Utility 2D Unlimited	A44	23745	3721	10225	14200
10150	11350	12325	Utility 2D Rubicon	A69	27215	3832	11100	15225
10675	11900	12900	Utility 2D Unlimited Rubicon	A64	28215		11625	15825

Trade-In	Loan	Retail	Trade-In	Loan	Retail
Add Rocky Mountain Pkg. (X)	350	400	Add Hard Top	400	450
Add 4.0L 6 Cyl. Engine (SE)	250	300	Ded W/out Air Conditioning	475	475
Add A/A Wheels (SE, X, Sport)	175	200	Ded W/out Cruise (Ex. SE)	125	125
Add Automatic Trans.	450	500			

2005 LIBERTY-V6-4WD

Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
3975	4925	5700	Utility 4D Sport (2WD)	K48	19190	3648	5150	8200
4350	5325	6125	Utility 4D Sport	L48	20700	3851	5525	8675
5675	6725	7575	Utility 4D Sport CRD (4 Cyl.)	L485	24515	4306	6825	10325
4800	5800	6600	Utility 4D Renegade (2WD)	K38	21975	3846	5950	9225
5175	6200	7025	Utility 4D Renegade	L38	23485	4011	6325	9700
4850	5850	6675	Utility 4D Limited (2WD)	K58	23525	3898	6025	9300
5225	6250	7075	Utility 4D Limited	L58	25035	4033	6375	9750
6575	7650	8525	Utility 4D Limited CRD (4 Cyl.)	L585	26745		7675	11375

Trade-In	Loan	Retail	Trade-In	Loan	Retail
Add Rocky Mtn. Pkg. (Renegade)	525	600	Add Pwr Snrf (Std. Rocky Mtn.)	350	400
Add Alum/Alloy Wheels (Sport)	175	200	Ded 4 Cyl. Engine (Ex. CRD)	800	800
Add Leather Seats	300	350	Ded W/out Automatic Trans.	450	450
Add Navigation System	325	375	Ded W/out Cruise Control	125	125
Add Power Seat (Std. Limited)	175	200			

2005 GRAND CHEROKEE-V8-4WD

Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
5100	6100	6925	Utility 4D Laredo (2WD, V6)	S48K	26130	4254	6250	9575
5475	6500	7325	Utility 4D Laredo (V6)	R48K	28100	4441	6600	10025
5475	6500	7325	Utility 4D Laredo (2WD)	S48N	28430	4368	6600	10025

Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
5850	6900	7750	Utility 4D Laredo	R48N	31020	4613	6975	10500
6225	7300	8175	Utility 4D Limited (2WD)	S58N	31455	4421	7375	11000
6625	7700	8575	Utility 4D Limited	R58N	34045	4665	7725	11425
7100	8200	9100	Utility 4D Limited 5.7L HEMI	R582	37215	4735	8200	12000

Trade-In	Loan	Retail	Trade-In	Loan	Retail
Add Rocky Mtn. Pkg. (Laredo)	450	500	Add Power Sunroof	350	400
Add Boston Acoustics (LaredoV6)	200	225	(Std. HEMI, Rocky Mountain)		
Add Leather Seats (Laredo)	300	350	Add Rear Entertainment System	250	300
Add Navigation System	325	375			

KIA

2013 SPORTAGE-4 Cyl.

Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
			Utility 4D (6 Spd.)	PB3A2	19000	3157		
			Utility 4D LX	PB3A2	21200	3186		
			Utility 4D EX	PC3A2	24200	3186		
			Utility 4D SX	PC3A6	26900	3311		
			Utility 4D LX (AWD)	PBCA2	22700	3355		
			Utility 4D EX (AWD)	PCCA2	25700	3355		
			Utility 4D SX (AWD)	PCCA6	28400	3466		

Trade-In	Loan	Retail	Trade-In	Loan	Retail
Add Certified Pre-Owned			Add Navigation System		
Add Leather Seats (Std. SX)			Add Power Sunroof		

2013 SCRENTO-4 Cyl.

Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
			Utility 4D LX	KT(3/4)A(1/6)	23150	3605		
			Utility 4D LX (V6)	KT4A2	25700	3781		
			Utility 4D EX	KU(3/4)A6	26950	3605		
			Utility 4D EX (V6)	KU4A2	27950	3781		
			Utility 4D SX (V6)	KW4A2	31700	3781		
			Utility 4D LX (AWD)	KT(C/D)A6	25350	3737		
			Utility 4D LX (AWD, V6)	KTDA2	27400	3935		
			Utility 4D EX (AWD)	KU(C/D)A6	28650	3737		
			Utility 4D EX (AWD, V6)	KUDA2	29650	3935		
			Utility 4D SX (AWD, V6)	KWDA2	33400	3935		

Trade-In	Loan	Retail	Trade-In	Loan	Retail
Add 3rd Row (Std. LX V6)			Add Navigation System		
Add Certified Pre-Owned			Add Power Sunroof		
Add Infinity Stereo (Std. SX)			Add Rear Air Cond. (Std. SX)		

2012 SPORTAGE-4 Cyl.

Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
14600	15800	16775	Utility 4D (6 Spd.)	PB3A2	18500	3157	15100	19250
15400	16625	17600	Utility 4D LX	PB3A2	20800	3186	15850	20125
19300	20575	21600	Utility 4D EX	PC3A2	23900	3186	19450	24275
21750	23050	24100	Utility 4D SX	PC3A6	26900	3311	21700	26875
16500	17725	18725	Utility 4D LX (AWD)	PBCA2	22300	3355	16875	21275
20375	21675	22700	Utility 4D EX (AWD)	PCCA2	25400	3355	20450	25425
22825	24150	25200	Utility 4D SX (AWD)	PCCA6	28400	3466	22700	28000

Trade-In	Loan	Retail	Trade-In	Loan	Retail
Add Certified Pre-Owned			Add Navigation System		
Add Leather Seats (Std. SX)	450	500	Add Power Sunroof	550	625
				500	575

2012 SEDONA-V6

Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
13975	15300	16375	Wagon LX	MG4	24900	4374	14750	19500
18900	20300	21425	Wagon EX	MH4	29190	4374	20450	24750

Trade-In	Loan	Retail	Trade-In	Loan	Retail
Add Alum/Alloy Wheels (Std. EX)	350	400	Add Leather Seats		
Add Certified Pre-Owned	1025		Add Navigation System		
Add Dual Pwr Side Drs (Std. EX)	400	450	Add Power Sunroof	600	675
Add Infinity Stereo System	350	400	Add Rear Entertainment System	650	725

SELLER: JMB ENTERPRISES, LLC
 1701 St. Michaels Drive
 Santa Fe, NM 87505

PHONE #: (505) 952-1957

RETAIL PURCHASE AGREEMENT

Deal #: [REDACTED]
 Salesperson: HERNAN GOMEZ
 Date: 11/24/12
 County: SAN MIGUEL
 DOB: [REDACTED]
 Purchaser's Name(s): [REDACTED]
 Address: [REDACTED] LAS VEGAS, NM [REDACTED]
 Home Telephone: [REDACTED] Work Telephone: N/A
 Social Security #: XX D.L./State I.D. #: [REDACTED] Issuing State: NM Exp. Date: _____

The above information has been requested so that we may verify your identity in accordance with applicable law. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Used Vehicle you are purchasing from us is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2013	MAKE KIA	MODEL SORENTO	COLOR SNOW WHITE PEARL	STOCK NO [REDACTED]
VIN 5XYKWD422DS [REDACTED]		ODOMETER READING <input type="checkbox"/> NOT ACCURATE	102	PRIOR USE DISCLOSURE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	44,175.00
<p>New Mexico Law requires that this vehicle will be fit for the ordinary purposes for which the vehicle is used for fifteen (15) days or five hundred (500) miles after the delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. You (the Consumer) will have to pay up to Twenty-Five Dollars (\$25.00) for each of the first two repairs if the warranty is violated. Please see the attached Implied Warranty of Merchantability Disclosure Statement, which is made part of this Agreement, for additional information.</p> <p>No other implied warranties, including the implied warranty of fitness for a particular purpose, are given by Dealer. No express warranties are given by Dealer unless the box beside "Used Vehicle Limited Warranty Applies" is marked. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only the manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the vehicle and the related goods and services. If we sell a service contract on our own behalf, any implied warranties will apply to covered items for the duration of the service contract. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.</p> <p><input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties on Covered Items apply for the duration of the Used Vehicle Limited Warranty.</p>			OTHER GOODS/SERVICES	N/A
				N/A
				N/A
				N/A
				0.00
				N/A
				0.00
			TOTAL SELLING PRICE	44,175.00
			LESS: TRADE-IN ALLOWANCE	23,003.00
			CASH DIFFERENCE	21,172.00
				N/A
			SUBTOTAL	21,172.00
			EXCISE TAX @ _____%	552.66
Year: 2008	Make: CADILLAC	Model: DTS	Color: GRAY	
			LICENSE FEES	75.00
VIN: 1G6XK57Y78L [REDACTED]		Odometer Reading: <input type="checkbox"/> Not Accurate	79,877	DEALER'S TRANSFER SERVICE CHARGES*
Trade-In Allowance: 23,003.00		Balance Owed & Lienholder: 21,172.00		BALANCE OWED ON TRADE-IN
WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)				
Attention Consumer: Sign here only if the dealer has told you that this vehicle has the following problem(s) and you agree to buy the vehicle on those terms:				
			TOTAL DUE	22,098.75
			<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> PARTIAL PAYMENT	N/A

2. _____
3. _____

Purchaser's Signature(s): _____

Pursuant to New Mexico Regulations 12.2.13.1 et seq. (2012) you are notified of the following:
NOTICE TO BUYER

Spot Delivery: Buyer has the right to void this purchase if financing is not approved within 20 calendar days after delivery of vehicle. Buyer has the right to the return of any trade-in and all money paid by buyer, if buyer voids this contract under this paragraph. To exercise this right, buyer must return the vehicle to the dealer in the same condition as received (normal wear and tear excepted), within 48 hours of receipt of notice that financing was not approved. Dealer shall not charge any fees as long as provided in this paragraph.

	N/A
REBATE	2,750.00
UNPAID BALANCE DUE	42,251.65
*Dealer's Transfer Service Charges: If you are paying for the vehicle in cash and no security interest is retained, you may register the vehicle on your own without paying a Transfer Service Fee.	



[Signature]
Accepted By Authorized Dealer Representative

This vehicle is being delivered to the above mentioned consumer pending and subject to credit approval by a financial institution (Third party financing). This dealer does not guarantee credit approval. Per the regulation stated above the consumer must return the vehicle within 48 hours of notification of the financing being declined for any reason. By signing below, you acknowledge that you have read the Spot Delivery Statement before you entered into the Purchase Order Agreement or Sales Transaction Document for this transaction. You further acknowledge that any questions you had regarding the above language and your rights regarding the return of the vehicle have been answered to your satisfaction.

I have read the terms and conditions of this Agreement, including those terms and conditions that appear on the reverse side, and I hereby acknowledge that this agreement accurately reflects the agreements between the Dealership and myself. I further acknowledge receipt of a copy of this Agreement. _____
Accepted by an Authorized Representative of the Dealership.



[Signature]
Accepted By Authorized Dealer Representative

Our Right to Increase the Price: We may increase the price of the vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with taking delivery of the purchased vehicle.

Remedies Upon Cancellation for Our Failure to Deliver the Vehicle in accordance with this Agreement: This Agreement may be renegotiated to you as specified on the front side of this Agreement if we have already sold it. If we have already sold it, you or have already sold it, you shall be Owed on the Trade-In Vehicle if we have already sold it, you shall be Owed on the Trade-In Vehicle to the extent it exceeds the Trade-In Allowance if we have already sold it.

Agreement - Means this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or the document itself.

You, Your Purchaser - Means the Purchaser identified on the front side of this Agreement.

We, Us, Our - Means the Dealership that is identified on the front side of this Agreement and its Authorized Representatives.

Vehicle - Means the used vehicle that you are purchasing from us as described on the front of this Agreement.

Trade-In Vehicle - Means the vehicle you are delivering to us as part of this transaction as identified on the front side of this Agreement.

Our Right to Increase the Price: We may increase the price of the vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with taking delivery of the purchased vehicle.

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ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Terms Used in This Agreement: This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:

State Employees Credit Union
 813 St. Michael's Drive
 Santa Fe, New Mexico 87505
 (505) 983-7328

**CLOSED-END NOTE, DISCLOSURE,
 LOAN AND SECURITY AGREEMENT**

BORROWER	LOAN MATURITY DATE	01/03/2019	LOAN OFFICER	Christine Ludi
	DATE OF LOAN	11/28/2012	LOAN NUMBER	[REDACTED]
CO-BORROWER	BORROWER'S ACCOUNT NUMBER	[REDACTED]	BORROWER'S DATE OF BIRTH	10/17/1956
	CO-BORROWER'S ACCOUNT NUMBER	[REDACTED]	CO-BORROWER'S DATE OF BIRTH	[REDACTED]

ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate. 10.250 %*	FINANCE CHARGE: The dollar amount the credit will cost you. \$ 15,310.43 e	Amount Financed: The amount of credit provided to you or on your behalf. \$ 42,651.66	Total of Payments: The amount you will have paid after you have made all payments as scheduled. \$ 59,198.88 e	Total Sale Price: Total cost of your purchase on credit, including your down payment of \$
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*Automatic Payment Discounted Rate: If checked, the ANNUAL PERCENTAGE RATE noted above reflects a discount of .25% because you have agreed to make your loan payments via automatic payment through payroll deduction. Your ANNUAL PERCENTAGE RATE will increase by .25% if you discontinue automatic payment, you close your account, or you have insufficient funds to cover the automatic payment. For example, if your discounted rate is 6% on a \$10,000 loan for 120 months and you discontinue automatic payment, your ANNUAL PERCENTAGE RATE will increase to 6.25%, resulting in additional payments of the same amount.

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
156	\$ 380.00	Biweekly beginning 01/24/2013

Security: You are giving a security interest in: The goods or property being purchased. Other, Describe:
 Collateral for other loans will also secure this loan. Your shares and/or deposits in this credit union

Late Charge: If you are more than 15 days late in making a payment, you will be charged equal to 20% of your payment, not to exceed \$15.00. Required Deposit Balance: The Annual Percentage Rate does not take into account your required deposit balance.

Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. Filing Fees: \$ N/A
 If you do not obtain property insurance the credit union will provide it for you.

Prepayment Penalty: Accounts closed within 12 months of plan opening will be assessed a \$200.00 early closure fee. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.
 "e" means estimate.

ITEMIZATION OF AMOUNT FINANCED OF \$ 42,651.66	Amount Paid to others on your behalf (Describe)
AMOUNT PAID TO YOU DIRECTLY \$ 42,351.66	GAP (a portion will be retained by us) MBP (a portion will be retained by us)
AMOUNT PAID ON YOUR ACCOUNT \$	\$ \$ \$ \$300
PREPAID FINANCE CHARGE \$ 0.00	

SECURITY INFORMATION					
MOTOR VEHICLES:	YEAR	MAKE	MODEL	BODY TYPE	SERIAL NUMBER
	2013	Kia	Sorento SX AWD		5XYKWDA22DG [REDACTED]
SHARES PLEDGED:	ACCOUNT NUMBER	AMOUNT	ACCOUNT NUMBER	AMOUNT	
	\$		\$		
OTHER COLLATERAL:					

LOAN SIGNATURES

I agree that the terms and conditions in the disclosure statement and the loan and security agreements located on pages 3-5 of this document shall apply to this loan. If there is more than one borrower, we agree that all the conditions of the loan and security agreements governing this loan shall apply to both jointly and severally. I acknowledge that I have received a copy of the loan and security agreements and disclosure statement. If I have applied for voluntary credit insurance, I acknowledge receipt of the credit insurance Application and Certificate. If I purchase voluntary credit insurance or other products in connection with this loan, I understand that a portion of the premium or fee I pay will be retained by the credit union (or paid back to the credit union by the service provider) as compensation for making these services available to me.
 I request information about my account to credit bureaus. Late payments, missed payments, or other credit report.

DATE	11/28/2012	WITNESS	X	DATE	
GUARANTOR DATE	11/28/2012	WITNESS D	X	DATE	

As a renter or lessor in the above described collateral signs here. The other owner, unless also a co-borrower, is not obligated to pay the debt, but understands that the credit union has a security interest in the collateral as explained in the Security Agreement. **GUARANTOR: Upon default, the credit union may seek immediate payment from the guarantor of any and all sums due on the loan. The guarantor waives all notice to which he or she would otherwise be entitled by law.

Kia will notify owners, and dealers will replace the pinion plug with a new pinion plug which has properly applied thread-locking adhesive, free of charge. The recall is expected to begin in July 2014.

Posted in [Recalls](#) | Tagged [kia](#), [recall](#), [soul 2014](#), [steering](#) | [1 Comment](#) |

HYUNDAI MOTOR CORP. AND KIA MOTORS SETTLED A CLASS-ACTION LAWSUIT ALLEGING GAS MILEAGE RATINGS WERE OVERSTATED FOR \$395 MILLION

Posted on [January 4, 2014](#)

After an investigation by the Environmental Protection Agency, Hyundai and Kia Motors agreed to restate expected gas mileage in November 2012 for 1.1 million vehicles in North America. The automakers admitted they overstated mileage claims on vehicle window stickers for 900,000 vehicles in the United States. The settlement impacts about 600,000 of Hyundai's 2011-13 models and about 300,000 of Kia's 2011-13 models in the U.S.

Hyundai and Kia agreed to provide a lifetime reimbursement program to cover additional fuel costs associated with the rating change — plus a 15 percent premium in acknowledgment of the inconvenience to customers. Owners and drivers leasing vehicles are compensated based on their actual mileage and the fuel costs for the region in which they live; they must go to a dealership to have their odometers read.

The 2012 restatement reduced Hyundai-Kia's fleetwide average fuel economy from 27 to 26 mpg for the 2012 model year. Individual ratings, depending on the car, will fall from 1 mpg to 6 mpg. Most vehicles saw combined city-highway efficiency drop by 1 mpg.

The global settlement will resolve more than 50 lawsuits filed across the country to address the issue.

The proposed cash amount, which varies by vehicle model and ownership type, will result in an average payment of \$353 to Hyundai owners and lessees. For Kia owners, the proposed average cash lump-sum amount will be about \$667.

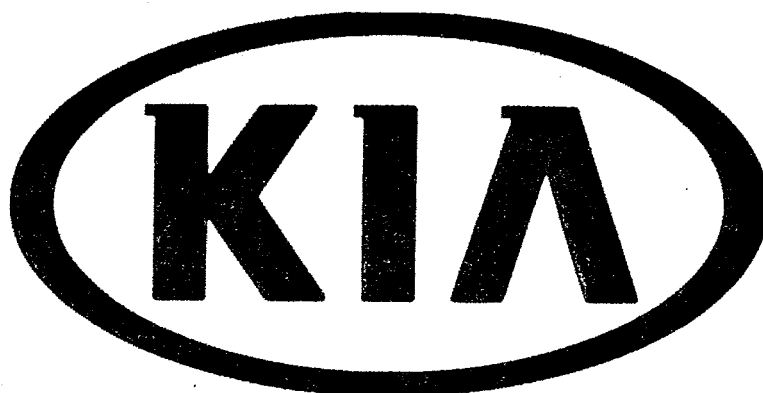
Hyundai and Kia owners can also elect other options such as a dealership credit of 150 percent of the lump sum amount, or a credit of 200 percent of the cash amount toward the purchase of a new Kia or Hyundai.

Additional information about the settlement can be found at [hyundaimpginfo.com](#) or [www.kiampginfo.com](#).

Posted in [Settled Cases](#) | Tagged [class action](#), [hyundai](#), [kia](#), [lawsuit](#), [mileage](#), [odometer](#), [settlement](#) | [2 Comments](#) |

KIA NAMED IN CLASS ACTION OVER FIRST GENERATION (2002-2009) EQUIPPED WITH A HYUNDAI-MANUFACTURED 3.5L 24-VALVE DOHC V6 ENGINE

Posted on [January 15, 2013](#)



This class action lawsuit on behalf of a class of all current and former owners and leasees of certain Kia Sorento, model year First generation (2002-2009) equipped with a Hyundai-manufactured 3.5L 24-valve DOHC V6 engine. It is alleged here that these engines were designed with a defective engine crank sprocket and balancer, in that the design of the balancer sticks out too far and weighs too much, breaking off the spring guide Pin and causing the front pulley bolt to break, which then causes catastrophic engine failure, loss of power steering, loss of the charging system, loss of the cooling system and loss of control of the vehicle, and is a hazard to owners and other individuals who may be in harms way.



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TAG ARCHIVES: KIA

KIA MOTORS AMERICA RECALLS SORENTO VEHICLES I IMPROPER INSTALLATION OF PEDAL ASSEMBLY

Posted on [March 9, 2015](#)

Kia Motors America is recalling certain model year 2015 Sorento vehicles manufactured October 27, 2014, to January 17, 2015, to an improperly soldered component in the accelerator pedal assembly, the driver may not be able to accelerate the vehicle.

If the vehicle is unable to be accelerated, there is an increased risk of a crash.

Approximately 12,361 vehicles are affected by the recall

Kia will notify owners, and dealers will replace the accelerator assembly, free of charge. The recall began on February 19, 2015.

Posted in [Recalls](#) | Tagged [kia](#), [lawsuit](#), [pedal assembly](#), [recall](#) | [Leave a comment](#)

KIA MOTORS RECALLS 2014 KIA FORTE VEHICLES OVER PROBLEMS WITH THE COOLING FAN RESISTOR

Posted on [February 4, 2015](#)

Kia Motors America is recalling certain model year 2014 Kia Forte vehicles manufactured December 5, 2012, to April 17, 2014. In the affected vehicles, the cooling fan resistor may overheat and melt.

If the cooling fan resistor -over-heats and melts, there is an increased risk of a vehicle fire.

Approximately 86,880 vehicles are affected by the recall

Kia will notify owners, and for vehicles produced from December 5, 2012 to January 27, 2014, dealers will replace the cooling fan resistor and multi-fuse unit. For vehicles produced from January 28, 2014 to April 17, 2014, dealers will replace the multi-fuse unit only. Owners of vehicles with a 1.8L engine will also have the engine control unit software updated. The recall is expected to begin February 24, 2015.

Posted in [Recalls](#) | Tagged [2014](#), [class action](#), [cooling fan](#), [fire](#), [forte](#), [kia](#), [lawsuit](#), [melt](#), [over heat](#), [recall](#) | [1 Comment](#)

KIA RECALLS 2014 KIA SOUL VEHICLES OVER POTENTIAL LOSS OF STEERING

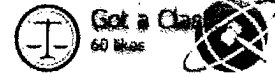
Posted on [July 22, 2014](#)

Kia Motors Corporation is recalling certain model year 2014 Kia Soul vehicles manufactured July 21, 2013, through January 17, 2014. In the affected vehicles, the plug that secures the pinion gear to the steering gear assembly may loosen due to an improper application of thread locking adhesive during the assembly process.

As a result, the pinion gear can separate from the steering gear assembly, causing a loss of steering, thereby increasing the risk of a crash.

51,641 vehicles are affected by the recall.

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GOT A CLASS ACTION
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TRENDING DISCUSSIONS

Kia Motors — 2005 Kia Sorento front tires wearing on inside. will not align due to poor design bolts (No Posts)

Toyota Motor Corporation — Toyota Camry 4 cyl (No Posts)

Ford Motor — Ford F 150 Leaking satellite antenna and leaking third brake lights - (No Posts)

Chrysler — 2008 PT Cruiser (No Posts)

Kia Motors — paint chipping on 2015 Kia soul - (No Posts)

TRENDING STORIES

Wild Planet Foods — Wild Planet Foods named in class action lawsuit for under filling cans of tuna

Safeway — Safeway named in class action lawsuit for under filling cans of Tuna

EDMC Corp — For profit education company Education Management Corp. settles fraud lawsuit for \$95 million dollars

Securitas Security Services — Securitas Security Services named in class action alleging violations of California labor laws

Securitas Security Services — Securitas Security Services named in class action alleging violations of California labor laws

As alleged, through a common and uniform course of conduct, the Defendants' knowing failure, despite their longstanding knowledge of the problem, to disclose to Plaintiffs and other consumers that Kia Sorento (2002-2009) vehicles (collectively, the "Class vehicles") are predisposed to snap the front pulley bolt resulting in the ejection of the front pulley, which then sets off a chain reaction of shredding all the belts attached to it including the power steering, battery charging system, and cooling system, all resulting in severe heat buildup, loss of steering control while being driven, loss of power while being driven, hazardous accident potential and engine failure, and metal debris, resulting in serious and expensive damage to, and/or catastrophic failure of the engine within the Class vehicles (collectively, the "front pulley balancer bolt problem"). Not only did Kia actively conceal the material fact that this particular component is defectively designed (and requires costly repairs to fix), but it also did not reveal that the existence of this defect would diminish the intrinsic resale value of the vehicle. Furthermore, through a common and uniform course of conduct, Defendants have failed to honor both federally mandated and voluntarily offered warranties that would have required them to repair or correct, at no cost to the consuming public, the nonconforming and/or defective vehicle(s).

The complaint alleges that Defendants have been aware for years of the true nature and cause of the front pulley balancer bolt problem in class vehicles. Meanwhile, Defendants made numerous affirmative statements touting the high-quality and reliability of the Class vehicles.

As a result of the front pulley balancer bolt problem and defective vehicle design, Defendants have benefited from collecting funds from Kia customers for vehicle service procedures such as unnecessary front pulley balancer bolt replacements, computer reprogramming and software updates, and troubleshooting and diagnosing front pulley balancer bolt complaints, when in fact, Defendants knew the true cause of such front pulley balancer bolt problems within the Class vehicles were the defective vehicle design.

Many owners and leasees of the Class vehicles have had to repair or replace their, front pulley balancer bolts multiple times, thereby incorporating costly front pulley balancer bolt repairs and/or replacements as needed to return their vehicles to expected operating condition.

[KIA 1-1-13](#)

Posted in [Filed Cases](#) | Tagged [class action](#), [defect](#), [first generation](#), [kia](#), [lawsuit](#) | [227 Comments](#) |

KIA MOTORS AND HYUNDAI MOTORS NAMED IN CLASS ACTION OVER MISCALCULATING STANDARD MILE PER GALLON USAGE ON AUTOMOBILES

Posted on [November 16, 2012](#)

Kia Motors and Hyundai Motors ("Defendants") market and sell numerous models of vehicles in the United States, including the following 2011 through 2013 models: 2013 Hyundai Accent, Azera, Elantra, Genesis, Santa Fe, Tucson and Veloster; 2013 Kia Rio, Sorento, Soul and Sportage; 2012 Hyundai Accent, Azera, Elantra, Genesis, Sonata, Tucson and Veloster; 2012 Kia Optima hybrid, Rio, Sorento, Soul and Sportage; 2011 Hyundai Elantra and Sonata hybrid; and 2011 Kia Optima hybrid (the "Subject Vehicles").

Over the past two years, Defendants have uniformly represented in product advertising that each of the Subject Vehicles will obtain a standard mile per gallon range. However, based on a federal government investigation spawned by many consumer complaints, both Defendants have recently admitted that the calculations for these ranges were miscalculated and uniformly wrong. This is material to consumers, since as stated by Gina McCarthy of the U.S. Environmental Protection Agency ("EPA"): "Consumers rely on the window sticker to help make informed choices about the cars they buy."

According to the EPA, this is not a situation where the company complied with EPA testing procedures in accordance with regulations promulgated by the government, but rather admittedly failed to comply with such procedures and regulations. This action does not seek to alter or amend Defendants obligations for providing correct mileage calculation statements, which Defendants admittedly did not do. These representations were made in the Subject Vehicles' advertising, including brochures, billboards, and publicly disseminated commercials.

As alleged in the complaint, Defendants engaged in an extensive advertising campaign emanating from California and taking place throughout the United States and Canada. Part of the goal of this advertising campaign was to convince consumers that many Subject Vehicles achieved gas mileage in the 40 mile per gallon range, which is a very important threshold for marketing purposes. While the differences vary, in almost all the circumstances in question as a result of the downward adjustment the vehicles will not reach that level — a fact that was and is material to Plaintiff and the reasonable consumer who purchased or leased at least one of the Subject Vehicles.

Because of this deceptive advertising campaign, and the claims made therein, Defendants have charged a price premium for the Subject Vehicles and/or increased demand therefor. While Defendants have attempted to address this admitted problem by offering consumers debit cards, they either know or reasonably should know what they are offering will not reimburse consumers for their actual out of pocket losses as the debit card is only for certain mileage differences, requires them to visit their car dealer for "verification" purposes, is not in cash such that they can count on the entire amount not being used, and fails to provide compensation for the fact that many consumers, such as Plaintiff, would not have bought or leased these vehicles at the prices they did if the true facts had been timely disclosed.

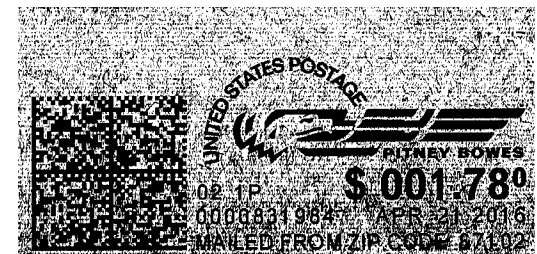
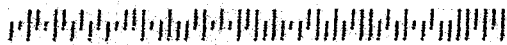
This action is brought by Plaintiff on behalf of a class comprising all similarly situated consumers who purchased or leased one or more of the Subject Vehicles other than for resale or distribution and seeks to halt the use of a "refund" program that does not fully compensate consumers for their losses and does not operate as a release of claims, or at a minimum ensures it is an offset against actual losses, as well as to correct the misperception that such false and deceptive advertising has created in the minds of consumers and obtain full redress for those who purchased or leased one or more Subject Vehicles.

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Attorney General of New Mexico

111 Lomas Blvd., NW, Suite 300
Albuquerque, New Mexico 87102

NHTSA Headquarters
1200 New Jersey Avenue, SE
West Building
Washington, DC 20590