

June 24, 2024

JUL 02 2024

Hyundai Motor America Corporate Office
Legal Department Vice President
 10550 Talbert Ave
 Fountain Valley, CA 92708

Re: Case [REDACTED] Recall Allowable Reimbursable Expenses not Fully Reimbursed

I've received an email from Hyundai USA that I'll be reimbursed for recall expenses. Unfortunately, I only received half of the reimbursement due to me. The recent email proposal, however, is **\$640 is \$58.65 lower than the allowable reimbursable amount of \$698.65** according to the class-action settlement that includes reimbursement of ride-share expenses.

The case manager said his system didn't have a category for this expense because they don't allow for reimbursement of this expense in addition to the vehicle rental reimbursement. However, the Settlement specifically says this expense should be reimbursed to the customer. I met all of the conditions and supplied document evidence of the expenses. The Uber expenses were on separate days, therefore, they came within the \$80 per day limit. The ride-sharing expenses are reimbursable according to the Settlement verbiage below.

"D. Repair-Related Transportation and Towing Reimbursements 1. Except in cases of Exceptional Neglect or KSDS Installation Neglect, to the extent any Claimant incurs transportation and towing expenses reasonably related to timely obtaining a Qualifying Repair—which if occurring after the Notice Date, the Qualifying Repair must be from a Hyundai or Kia authorized dealership—within 15 years from the date of original retail delivery or date of first use or 150,000 miles, whichever comes first, for a Class Vehicle, the Claimant shall be entitled to, minus any reimbursement previously received, (i) full reimbursement of any towing expenses reasonably related to obtaining a Qualifying Repair, and (ii) if a loaner vehicle was not originally provided by HMA or KA, reimbursement of actual expenses, up to \$80 per day, for rental car, ride-sharing, or other transportation expenses, provided that: a. b. c. d. e. f. 2. A Claim is submitted within 90 days after the later of the Final Approval Order for a Qualifying Repair on or before the Notice Date, or, for a Qualifying Repair after the Notice Date, within 90 days of either the date on which the expenses were incurred or the date the expense were paid, whichever is later; The Claim contains a completed Claim Form; The Claim contains Proof of Ownership; The Claim contains Proof of Qualifying Repair that reflects that the Class member sought a Qualifying Repair within 15 business days of the incurred rental car or towing expense; The Claim contains Proof of Payment for the expenses claimed under this section; and The Claim contains documentation, such as Insurance Paperwork, of any reimbursement previously received in connection with the claimed expenses. Claimants must show that they obtained the towing services, rental car, ride-share, and other transportation services from a verified business entity with a business address, a working phone number, and online reviews (all subject to verification). Documentation that the Claimant was charged the towing expenses and transportation expenses claimed under this section must be generated by the entity providing the towing or transportation service at or Page 21 of 55 around the time that expense was incurred for a rental car, towing service, or other transportation-related expense in direct conjunction with obtaining a Qualifying Repair, and which identifies the nature of the expense, the date the cost was incurred, and the dollar amount. Examples of such documents are receipts and invoices."

The Uber expense for 5/13 of \$26.92 should be paid because that was the only expense for that day. The Uber expense for 5/16 of \$31.73 was incurred along with a rental expense of \$67.20 which would have taken the expense over the \$80 threshold. Even still, \$12.80 from this day should be reimbursed. Therefore, the Uber reimbursement should be \$39.72 (\$26.92+\$12.80) in addition to the towing expense.

I returned the loaner vehicle on June 4, yet I have not been reimbursed for all expenses according to the class-action settlement agreement. I've sent an extensive table of explanation of all expenses, along with receipts.

The attached copies of a recent letter sent to the corporate office and email to my case manager and his manager summarize the issues.

Your help in resolving the issue of getting the remainder would be appreciated.

Sincerely,

cc: National Highway Transportation Safety Administration

June 11, 2024

Hyundai Motor America Corporate Office | Headquarters
10550 Talbert Ave
Fountain Valley, CA 92708
Attn: VP, Recall Department

Re: Case [REDACTED]: Recall Allowable Reimbursable Expenses not Fully Reimbursed

I've just received an email that I'll be reimbursed for recall expenses. However, the proposed amount is \$650 is lower than the allowable reimbursable amount according to the class-action settlement.

These are the problem issues:

- 1) The case manager insisted I rent a vehicle by the week. Therefore, each week, I had to go to Enterprise and rent a vehicle. Thus, the many rental receipts, which was a huge inconvenience that **necessitated extra payments for gas.**
- 2) I provided the receipts for the expenses due for reimbursement, along with a table of explanation. The amount of \$650 proposed reimbursement doesn't cover the allowed expenses according to the class-action settlement. The actual reimbursement should be **\$1332.15, which is \$682.15 more than the \$650 proposed reimbursement.**
- 3) According to the class-action suit, I'm allowed to rent a vehicle until my vehicle is repaired up to 80/day. I had to take what was available, and I didn't go over the \$80/day. Your case manager doesn't determine the amount, instead the class-action settlement.
- 4) I am due reimbursement of towing and transportation expenses according to the class-action settlement
- 5) I didn't receive a call from your case manager or the manager of the case manager after 48 hours as your policy states, but instead received emails from your case manager and the manager over the case managers.

As you can see from the paragraphs from the class action suit that deals with reimbursement of expenses, I am due a reimbursement of the expenses presented.

9. "What does the Settlement provide? The Settlement provides the following benefits for which you can submit a Claim (see the response to Question 10 for how to make a timely claim using the Claim Form): 1. Warranty Extension As part of the Settlement, Hyundai is extending the Powertrain Limited Warranty to a 15-Year/150,000-Mile Limited Warranty from the date of the vehicle's original retail delivery for current and subsequent owners of Hyundai Class Vehicles. The Extended Warranty will cover damage to the short block assembly, consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons, and the long-block assembly, that is the causal result of connecting rod bearing failure in those Class Vehicles owned or leased by individual consumers that occurs within 15 years from the date of the vehicle's original retail delivery or 150,000 odometer miles, whichever comes first."

"Depending on loaner availability, Hyundai dealerships will also provide a free loaner vehicle of comparable value if requested by the Class Member and until repairs are completed on their Class Vehicle. If no loaner vehicle is available, Hyundai will provide compensation for reasonable rental car, ride-share, or transportation expenses up to a maximum of \$80 per day".

Attached is a copy of a document table that summarizes the expenses and most recent email to the case manager supervisor, Julia. Also included is a copy of the email offering \$650.

I need your help in securing the full amount owed. It doesn't make sense to accept the \$650 payment since it's not the full amount owed.

[REDACTED]

Hyundai Tucson
VIN: KM8J33A4XHU [REDACTED]

Re: Hyundai Case Management #: [REDACTED]

From: [REDACTED]

To: hyundaicasemanagement4@hmausa.com; hyundaicasemanagement2@hmausa.com

Date: Wednesday, June 19, 2024 at 01:14 PM EDT

Good afternoon, Everson.

Thanks for your follow-up call. A few things need to be changed on the letter:

1. My name should be spelled, [REDACTED].
2. **The amount doesn't include the Uber costs of \$58.65**, reimbursement which was included in the class-action settlement verbiage, along with the rental reimbursement. These expenses were necessary to live without a vehicle until a loaner was granted. You mentioned that there was not a category under which to place the expense. However, without the engine problem with the Hyundai truck, **we would not have incurred this expense**. You can find a category when this reimbursement is owed to me because it was part of the process until I was granted a loaner. Are you saying you will not abide by the class-action settlement?
3. I'll accept the payment by Zelle with my email address, [REDACTED], as previously.
3. **You said you would send the information to contact your legal department. That information was not attached.**

On Wednesday, June 19, 2024 at 10:49:46 AM EDT, HyundaiCaseManagement4@hmausa.com <hyundaicasemanagement4@hmausa.com> wrote:

Dear [REDACTED]

Please find attached your Reimbursement Verification Letter for your records.

Your reimbursement will be processed, and a check will be mailed directly to your address.

Note: Please verify the correct address is listed on the attached offer letter to avoid delays in the delivery of the reimbursement.

If you should need any additional assistance do not hesitate to contact me.

Thank you for being a valued Hyundai customer.

Sincerely,

EVERSON
National Consumer Affairs
(714) 465-1873
Hyundai Motor America

Hyundai Tucson
Repair Expenses
(Class Action Suit Allowable Expenses)
5/13 – 6/4/24

Date	Company	Category	Reason	Total
5/13	Uber	Car Breakdown	Transportation from work where car broke down to home	\$26.92
5/14	Swoop Towing	Tow (5/13)	Towing vehicle from home to Ourisman Honda of Bowie	\$90.00
5/16	Uber	Transportation to Enterprise	Vehicle rental	\$31.73
5/15 - 16	Enterprise	Car Rental	Vehicle rental	\$67.20
5/21 - 28	Enterprise	Car Rental	Vehicle rental	\$541.98
5/28 - 6/4	Enterprise	Car Rental	Vehicle rental	\$574.32
Total Expenses				\$1332.15
Proposed Reimbursement				\$650.00
Missing Reimbursement Due				\$682.15

- According to the class action suit, we are allowed up to \$80/day for rental reimbursement, reference which I sent in an earlier email. We did not go over \$80/day.
- All of the expenses - - tow, vehicle rental, and Uber expenses are included in the class action case as reimbursable.
- The CDW, extra insurance fees, was deleted

The case manager insisted I rent a vehicle by the week, which was a huge inconvenience, that **necessitated extra payments for gas**. Thus the many rental receipts.

We are missing \$682 of the actual expenses incurred and owed.

Hyundai Consumer Affairs Case# [REDACTED] - Total Required for Reimbursement of Rental, Towing, and Uber Receipts

From: [REDACTED]

To: hyundaicasemanagement2@hmausa.com

Date: Tuesday, June 11, 2024 at 09:27 PM EDT

Good evening, Julia.

I have again attached the receipts for the expenses due for reimbursement along with a table that summarizes the expenses (at the end of the email string). The amount of \$650 proposed reimbursement doesn't cover the expenses incurred. The actual reimbursement should be \$1332.15, \$682.15 more than the proposed amount. As you can see from the paragraphs from the class action suit that deals with reimbursement of expenses, we are due the following:

- Reimbursement of vehicle rental up to \$80. We didn't go over \$80/day. We had to take what was available.
- We are due reimbursement of towing and transportation expenses

Therefore, it's not prudent for me to accept the \$650 because it doesn't cover the expenses incurred and allowed because of your recall.

----- Forwarded Message -----

From: [REDACTED]

To: hyundaicasemanagement4@hmausa.com <hyundaicasemanagement4@hmausa.com>

Sent: Tuesday, May 28, 2024 at 03:36:01 PM EDT

Subject: Fw: Hyundai Consumer Affairs Case# [REDACTED] Rental Receipts

Good evening, Everson.

Please note that if you have to visit Enterprise weekly for the next four weeks to extend the rental, there are gas costs associated with travel. I really need the reimbursement, as the charges are mounting quickly. Attached are all the receipts from May 14 (tow date) until today. These include tow receipt and Enterprise Rental receipts for May 15-16 and May 21-28. We started another rental agreement today for the next week. Also attached is the registration as requested.

I have a couple of questions concerning the Settlement warranty and amount allowed per day for the rental, which I have detailed below. I look forward to speaking with you on Tuesday. Please call me at [REDACTED]

9. "What does the Settlement provide? The Settlement provides the following benefits for which you can submit a Claim (see the response to Question 10 for how to make a timely claim using the Claim Form): 1. Warranty Extension As part of the Settlement, Hyundai is extending the Powertrain Limited Warranty to a 15-Year/150,000-Mile Limited Warranty from the date of the vehicle's original retail delivery for current and subsequent owners of Hyundai Class Vehicles. The Extended Warranty will cover damage to the short block assembly, consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons, and the long-block assembly, that is the causal result of connecting rod bearing failure in these Class Vehicles owned or

leased by individual consumers that occurs within 15 years from the date of the vehicle's original retail delivery or 150,000 odometer miles, whichever comes first."

- I purchased an extended warranty, however, it appears a 15-year/150,000-mile limited warranty was offered as part of the Settlement if the software was updated and a scan of the vehicle provided information that it was an engine failure. Both actions have been completed on the vehicle. How does this affect the additional extended warranty that I purchased? It appears I didn't have to purchase the \$3,500 extra warranty.

"Depending on loaner availability, Hyundai dealerships will also provide a free loaner vehicle of comparable value if requested by the Class Member and until repairs are completed on their Class Vehicle. If no loaner vehicle is available, Hyundai will provide compensation for reasonable rental car, ride-share, or transportation expenses up to a maximum of \$80 per day".

- It appears we're entitled to a rental reimbursement up to \$80/day instead of \$60/day. The only vehicle Enterprise had available was at \$73.13/day, as evidenced on the receipt dated May 21-28. Our Uber costs to get to the rental car facility should also be reimbursed.



Hyundai Tuscon Reimburable Expenses.docx
17.2kB

[REDACTED]
BOWNE, MRS [REDACTED]



National Highway Traffic Safety Administration
1200 New Jersey Avenue
Washington, DC 20590
Attn: Recall Complaints

20590- [REDACTED]