



Council of Better Business Bureaus, Inc.

BBB AUTO LINE

4200 Wilson Boulevard, Suite 800

Arlington, VA 22203-1838

Phone 800.955.5100 Fax: 703.247.9700

April 5, 2007

[REDACTED]
Cocoa, FL [REDACTED]

RE: [REDACTED] vs Hyundai Motor America # HYU0736154

Dear [REDACTED]:

Per our recent telephone conversation, I am writing to confirm the terms of the settlement verbally agreed to by you and the manufacturer in resolving your BBB AUTO LINE claim. The terms of the settlement are as follows:

The manufacturer agrees to repair your 2006 Hyundai Tucson for any verifiable defects under the terms of the New Vehicle Warranty. As indicated, you will be submitting your Florida Motor Vehicle Defect Notification. After the manufacturer receives your notice by registered or express mail, they must respond within 10 days and give you the opportunity to have the vehicle repaired at a reasonably accessible repair facility within a reasonable time after your receipt of the response. After the vehicle is delivered to that facility the manufacturer must correct the nonconformity within 10 days. You have listed problems with the fire pressure monitoring sensor.

If your understanding of the verbal settlement differs from the written statement outlined above, please contact me immediately at 800.955.5100. If I do not hear from you it will be assumed the terms of your settlement are accurately stated above.

I will follow up with you after the date for performance of the settlement to confirm all required actions have been satisfactorily completed.

Please let me know immediately if you believe the manufacturer has not satisfactorily performed the settlement. If that happens and you contact me within 60 days from the date of this letter, I will reopen your case based on the age and mileage of the vehicle at the time you filed this claim. If you contact me after the 60-day period, I will open a new case for you and I will have to make a new eligibility determination based on the age and mileage of your vehicle at that time.

Please note: **If eligible, you may pursue arbitration with the Florida New Motor Vehicle Arbitration Board administered by the office of the Attorney General. To obtain information about eligibility for the state-run program, the consumer should contact the Division of Consumer Services' Lemon Law Hotline at 800-321-5366. PLEASE BE ADVISED that section 681.109(4), F.S., provides that the consumer must file the request for arbitration no later than 60 days after the expiration of the lemon law rights period, or within 30 days after the final action of a certified dispute-settlement procedure, whichever date occurs later.** The address of the Division of Consumer Services, Lemon Law Section, is 2005 Apalachee Parkway, Tallahassee, Florida, 32399-6500.

Sincerely,

Eric Oglesby at Extension 240

cc: Doug Bush

N30308

94585

COCOA HYUNDAI INC.

304 S. Cocoa Blvd.

Cocoa, Fl. 32922

(321) 631-2444

M.V. - 39725



INVOICE

DUPLICATE 1
PAGE 1

COCOA, FL

HOME:

BUS:

SERVICE ADVISOR: 60 GARY LJITTLE

COLDR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLA	06	HYUNDAI TUCSON	KM8JN12D56U		16204/16204	T633	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
31MAR06 IS			02MAR07		75.00	CASH	09MAR07

P.O. OPENED: READY: OPTIONS: STK:N30308

11:10 02MAR07 13:31 09MAR07

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUST STATES ESC OFF LIGHT COMES ON WHILE DRIVING, CAN NOT TURN OFF LIGHT UNTIL IGNITION RESET							
CAUSE: INTERNAL OPEN CIRCUIT							
93810R00 STOP LAMP SWITCH ASS'Y RE							
			25	WH	0.30		(N/C)
			1	93810-3K000 SWITCH ASM			(N/C)
FC: PART#: COUNT:							
CLAIM TYPE: WAR							
AUTH CODE:							

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

B BRAKE LAMP SWITCH ELECTRICAL FAILURE, REPLACED B BRAKE LAMP SWITCH

B CUSTOMER STATES TIRE PRESSURE MONITORING SYSTEM LIGHT IS ON CUSTOMER AWARE USED FIX A FLAT							
500 REPLACED TPMS SENSOR DUE TO FIX A FLAT							
INTRUSION, REPROGRAMMED, OPER TO SPEC							
			25	CPH	1.00	69.90	69.90
			1	52933-1FA00 TPMS KIT-T	52.79	42.23	42.23
PARTS: 42.23 LABOR: 69.90 OTHER: 0.00 TOTAL LINE B: 112.13							

C DRIVER AIRBAG MODULE REPLACEMENT (61B046R0) 0.2 07-01-001

CAUSE: CPN							
61B046R0 DRIVER AIRBAG COVER MODULE REPLACEMENT							
(61B046R0) D.2							
			25	WH	0.20		(N/C)
			1	55960-2E000-U7QQH DAB COVER			(N/C)
FC: PART#: COUNT:							
CLAIM TYPE: CPN							
AUTH CODE:							

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

LIMITED WARRANTY: The only warranties applying to the Genuine Hyundai part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or services sold under the terms of the estimate. Hyundai parts are warranted for 12 months or 12,000 miles which includes labor, or balance of factory warranty, whichever comes first.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

N30308

94585

COCOA HYUNDAI INC.

304 S. Cocoa Blvd.

Cocoa, Fl. 32922

(321) 631-2444

M.V. - 39725



INVOICE

DUPLICATE 1
PAGE 2

COCOA, FL

HOME:

BUS:

SERVICE ADVISOR: 60 GARY LITTLE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BLA	06	HYUNDAI TUCSON	KM8JN12D56U		16204/16204	T633	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
31MAR06 IS			02MAR07		75.00	CASH	09MAR07
R.D. OPENED	READY	OPTIONS: STK:N30308					
11:10 02MAR07	13:31 09MAR07						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
D	CUST STATES	PASSENGER	FOG LAMP	INOP			
CAUSE: INTERNAL OPEN CIRCUIT							
18653R00 BULB RE							
			25	WH	0.20		(N/C)
	1	18647-27009-S	BULB-HALOG				(N/C)
FC: PART#: COUNT:							
CLAIM TYPE: WAR							
AUTH CODE:							

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

LIMITED WARRANTY: The only warranties applying to the Genuine Hyundai part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or services sold under the terms of the estimate. Hyundai parts are warranted for 12 months or 12,000 miles which includes labor, or balance of factory warranty, whichever comes first.

ALL PARTS ARE NEW OR REBUILT UNLESS OTHERWISE INDICATED

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	69.90
PARTS AMOUNT	42.23
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	112.13
LESS INSURANCE	0.00
SALES TAX	6.72
PLEASE PAY THIS AMOUNT	118.85

CUSTOMER COPY

Customer Claim Form

Contact Date: 03/06/07

Start Date: 03/06/07

Case Number: HYU0736154

Have you contacted the mfr regarding your claim? YES NO I spoke to Chuck Boyard (Sales/Service) on 3-7-07 regarding Gary Little's service.
Have you previously filed a claim on this vehicle with the BBB or another dispute resolution provider? YES NO
If yes, name of provider: _____ Date: _____ Case Number: _____

Titled Owner(s) Name & Address

[Redacted Name]

COCOA, FL [Redacted]
Day Phone: [Redacted]
Fax Number: [Redacted]
Customer Contact Info:

Evening Phone: [Redacted] Cell Phone: [Redacted]
E-mail Address: [Redacted]

Vehicle Information

Name(s) of individual(s) or business that appear on vehicle title: [Redacted]
Vehicle Use: Personal Business Both Percentage of time vehicle used for business purposes:
Transmission Type: Automatic Number of vehicles owned or leased by the business:
Make: Hyundai Model: Tucson Model Year: 2006 Current Mileage: 16259
Vehicle Identification Number: KM8JN12D56U [Redacted]
Servicing Dealer/City/State : Cocoa Hyundai,
Selling Dealer/City/State : Cocoa Hyundai, Cocoa, FL
Insurance Carrier : geico Policy Number: [Redacted]
Has vehicle been in an accident/had body damage? Yes ___ No Date of accident:
Description of Damage : 176

Purchase/Lease Information (Complete left side if vehicle was purchased or right side if vehicle was leased)

Purchase Date: 03/31/06 Mileage at purchase: Lease Date: Mileage at lease:
Purchased As : New Used Demo Leased As : New Used Demo
Is the vehicle in your possession? yes Is the vehicle in your possession?
Lienholder's Name: Riverside National Bank of Florida Leasing Company's Name:
Address: PO Box 400 Address:
City/St/Zip: Ft. Pierce, FL 34954 City/St/Zip:
Phone: [Redacted] Phone:
Lienholder Acct #: [Redacted] Leasing Company's Acct #: [Redacted]

Customer's Desired Outcome (Describe what you want done to resolve your concern)

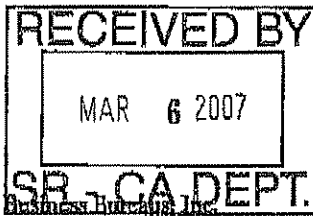
I would like for my Tucson to be fixed, or bought back so I can purchase another SUV without having to pay off the one I own now. I have had the TPMS sensors replaced several times, the last time was Friday 3-2-07, I drove 15 miles before the light went back on.

Signature of Titled Owner(s)/Lessee(s) [Redacted] Date 3-12-07

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under BBB AUTO LINE Arbitration Rules.

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1838

1038457
FL098
Jerry
DFU- 3/31/06



BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1838
Phone 800.955.5100 Fax 703.247.9700

Council of Better Business Bureaus, Inc.

MANUFACTURER RESPONSE FORM

Case Number: HYU0736154 Start Date: 03/06/07
Customer Name: [REDACTED] State: FL
VIN: KM8JN12D36U Probable Hearing Location: Longwood
This claim is IN Warranty OUT of Warranty
Has the customer contacted you regarding the claim? YES NO
Is the VIN listed above correct? YES NO
If you checked NO, please indicate the correct VIN: _____
Customer Contact Info:

SETTLEMENT INFORMATION

What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Vehicle Has Not Had An MVD Complaint On Its Vehicle

Has this offer been communicated to the customer? YES NO

If you checked YES, please indicate the customer's response below:

- The customer accepted the offer on ___/___/___
- The customer rejected the offer on ___/___/___
- The customer has not indicated a response to the offer.

If the customer accepts this offer, when will the settlement be performed? Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION

Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the Customer Claim Form.

HMA Will Remain Verifiables Under Only Concerns As Outlined In HMA Warranty Guide Lines

Please indicate the decision you request the arbitrator to render:

Major Request To Be Released From Resolution Sought For Vehicle Repurchase

List the amount of any over allowance/negative equity: \$ _____

I will participate By phone In person In writing

Return this form as soon as possible

To: BBB AUTO LINE
Fax: 703.247.9700

Completed by: C. TROTT Date: 3/8/07
Future contact: JERRY MERRILL
Phone: 770-737-9457 Fax: 770-944-0610

ATTACHMENT E
Arbitration HYU0933133

HYU0933133 WRT6m



Hyundai Motor America
1122 Cranbury South River Road, Jamesburg, NJ 08831
TEL: 609-395-7000 FAX: 609-395-8602
WEB: HyundaiUSA.com

March 6, 2009

Council of the Better Business Bureau
4200 Wilson Blvd. Suite 800
Arlington, VA 22203-1838

RE: Written position for Case HYU0933133 – Zusin vs. Hyundai Motor America.
Previously submitted under Case HYU0849538 on October 13, 2008.

General Information:

- Vehicle - 2008 Hyundai Elantra VIN# KMHDU46D08U [REDACTED]
- Date of first use – March 8, 2008
- The vehicle has 5 year, 60,000 mile New Vehicle Limited Warranty
- The vehicle has a 10 year, 100,000 mile Power Train Warranty.
- Customer purchased this vehicle new, odometer reading 23 miles, March 8, 2008. At the last report for any concern the vehicle mileage was 9,210.

Warranty/Maintenance Repair History

The customer listed the following concerns on their Agreement to Arbitrate:

- Engine rattles when a/c is on
- ESC light on
- Carpet sticking out of console
- Air bag light (this concern was added to the second submission by customer)

Service information related to these concerns follows:

Engine rattles when a/c is on:

This vehicle was presented to the Hyundai of Turnersville dealership on three occasions for noise concerns when the vehicle air conditioning was running. At the first report, the dealer adjusted an a/c high pressure line to insure it did not hit the firewall causing a minor noise. The second time this concern was reported, the dealer insulated the accelerator cable for a minor noise under the dash. The third time the concern was reported the dealer could NOT confirm or duplicate any manufacturing defects. Following a thorough inspection and test drive WITH the customer, the dealer confirmed the vehicle sounds during operation were within the manufacturer's specifications. No warranty repairs were performed to this vehicle for this concern. A review of the service orders listing this concern verifies the concerns were addressed by the dealer as "INTERNAL" operations and NOT warranty repairs.

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Case HYU0849538 – Zusin vs. Hyundai Motor America, page 3

26, 2008 at 6,019 miles. *There have been no new reports for this concern since the final repair. The concern is repaired and no longer exists.*

This concern is NOT a substantial impairment to use, value or safety, it is a cosmetic item. Therefore it does NOT meet the presumption of the state Lemon Law or the BBB Program Summary Guidelines. It is NOT eligible for relief under the state Lemon Law or the BBB Program Summary.

Air Bag Light

There has been only one report for this concern on October 10, 2008, RO# 243692, 6381 miles. At this visit the dealer scanned for Diagnostic Trouble Codes and found code B1353. They traced the problem to a short in the airbag module and replaced the module. The dealer cleared the codes and rechecked the system and found no more codes. This is the ONLY time the customer has presented the car to the dealer for this concern and it was repaired in one visit. When the car was presented to the dealer on a later date (January 26, 2009) the customer did not state this as a concern at that time as the concern no longer exists. *This concern is not eligible and does NOT meet the presumption of the state Lemon Law or the BBB Program Summary Guidelines. There were no excessive repeat repairs or days out of service for concerns which substantially impair the use, safety or value of this vehicle. Therefore this concern is NOT eligible for relief under the state Lemon Law or the BBB Program Summary*

Position Summary

The submitted documentation shows a total lack of documentation by the customer and / or their attorney to support this claim.

The customer submitted a claim with the BBB in September 2008 under BBB File # HYU0849538. Hyundai Motor America submitted a response to that claim on October 13, 2008. The customer then chose to withdraw their case on October 24, 2008. They have now reopened a new case under the current case # HYU0933133. The new case listed the exact same concerns as the previous case with the addition of one item – "Air Bag Light". We have addressed all concerns again in this document and shown that the air bag light concern was only brought to the dealer on one occasion and repaired in one visit.

The Customer Claim Form, clearly indicates the "Vehicle Use is for both Business and Personal." Also the "Customer's Desired Outcome" on the previous case was for a New Car OR a FREE UPGRADE to a larger, more expensive vehicle which we feel confirms this transparent attempt to use the

HYUNDAI

Case HYU0849538 – Zusin vs. Hyundai Motor America, page 4

PA State lemon law to gain a free upgrade with a frivolous claim for replacement of a vehicle with NO substantial impairments, excessive days out of service or failed repair attempts.

The "Desired Outcome" on the current Customer Claim Form is for "Legal remedy under PA Lemon Law and the Magnuson-Moss Act." This is obviously a much broader requested outcome, however as we have shown in this document, there is nothing to substantiate relief either under the PA Lemon Law or the BBB Program Summary.

The customer's "Desired Outcome" is consistent with "Buyer's Remorse." It appears this customer has underlying issues as to why she would like her Elantra repurchased or replaced at NO COST with the larger and much more expensive Sonata. Two of the reported items listed on the "Agreement to Arbitrate" have NOT had any substantial impairment to use, safety or value with this vehicle. The other two were repaired in one day and in only one repair attempt. Unfortunately, it appears, Hyundai Motor America will not be able to meet this customer's expectations for their vehicle. That does not qualify the customer's request for replacement under the lemon law, however.

Hyundai Motor America has made every reasonable effort to address every reported concern. The concerns listed on the Agreement to Arbitrate are Repaired and No Longer Exist, Not Duplicated, Have Had No Substantial Impairment on the Use, Value or Safety of this vehicle, or Are Not Eligible for arbitration per the BBB Program Summary Guidelines.

.....
Pennsylvania State Lemon Law coverage affords the consumer protection based on the presumption that a manufacturer has had a reasonable number of repair attempts after the same nonconformity has been subject to repair three or more times by the manufacturer, its agents or authorized dealers **and the nonconformity still exists**, or the vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty calendar days or more, in which case the consumer **may be eligible** for a replacement vehicle or the refund of the purchase price, less a limited allowance for use.
.....

There has also been NO Substantial Impairment to Use, Value and/or Safety.

- The Use of this vehicle is confirmed by the service orders and Customer Claim Form. At the last inspection on September 26, 2008, the vehicle mileage was 9,210, an average 10,524 miles per year.
- The Value of this vehicle is comparable to other like kind make and year model vehicles as the concerns are resolved and no longer exist.
- There have been no serious Safety issues reported for this vehicle as we understand them per the state Lemon Law.

HYUNDAI

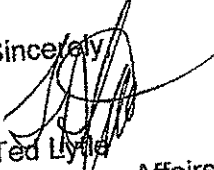
Case HYU0849538 – Zusin vs. Hyundai Motor America, page 5

As with any successful business, customer satisfaction is very important and Hyundai is no exception. Unfortunately, repairs are needed from time to time and are never welcome. If any concerns are confirmed at the inspection, or in the future, Hyundai will expedite addressing them and continue to honor the New Vehicle Limited Warranty.

We believe the customer has not met the requirements necessary to support their case and respectfully request the arbitrator DENY the customer's request for Replacement.

We thank you for the opportunity to respond to this matter and welcome any questions you may have.

Sincerely,


Ted Lytle
Consumer Affairs Manager
Hyundai Motor America



BBB AUTO LINE

February 25, 2009
Re: W-C2 HYU0933133: Zusin vs Hyundai Motor America
KMHDU46D08U [REDACTED]

KIMMEL & SILVERMAN
30 E BUTLER PIKE
AMBLER PA 19002

Dear [REDACTED]:

We have received your request for a written arbitration hearing on behalf of the individual named above.

Enclosed please find the following information:

- * *Program Summary* – This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
- * *Agreement to Arbitrate* – The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.
- * *Customer Claim Form (CCF)* – Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and return the *CCF* to us with any necessary corrections or additions.
- * *How BBB AUTO LINE Works* – This booklet explains the BBB AUTO LINE program, and contains the rules that will be followed in arbitration.
- * *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

The information you submitted meets the minimum requirements to enable us to begin processing the claim. However, because the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

- * How many times has the vehicle been subject to repair for each problem you are alleging, and how many days has the vehicle been out of service because of these repairs?
- * Do the alleged problems currently exist? What arguments and facts support your conclusion?
- * What is the cause of each alleged problem? What arguments and facts support your conclusion?
- * Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?

Council of Better Business Bureaus, Inc.

4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

- * Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
- * What is the type and amount of relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction that should be taken if a repurchase/replacement is awarded, and a specific description of any other remedies that you seek.

Your written position must include all supporting documents that you wish the arbitrator to consider. Please send us a *clear* copy of the following documents that were not included with your initial submission or were not legible when our office received them:

- _____ No further documentation is required at this time
- _____ Repair orders relating to the complaints(s)
- _____ The vehicle's current registration
- _____ The purchase contract or lease agreement
- _____ Other: _____

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation, so we may include these amounts in the *Agreement to Arbitrate* to permit the arbitrator to appropriately evaluate your client's request for relief.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, we will provide you with three days advance notice of the inspection date.

You may either mail your position to our office at 4200 Wilson Blvd., Suite 800, Arlington, Virginia 22203 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Donna Patterson at Extension 506

**BBB AUTO LINE
Customer Claim Form**

Case number: HYU0933133
Contact Date: 02/20/09
Start Date: 02/20/09

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: Ambler	State: PA	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax: [REDACTED]	E-mail address:	

SECTION 2: VEHICLE INFORMATION

Make: Hyundai	Model: Elantra	Year: 2008	Current mileage: 51000
Name(s) that appears on the vehicle title: Julia Zusin			
Selling dealer/city/state: Hyundai of Turnersville, Turnersville, NJ			
Primary Servicing dealer/city/state: Hyundai of Turnersville,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: 03/08/08		Mileage at purchase/lease:	
First repair attempt date: 04/10/08		First repair attempt mileage: 500	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business:	Transmission type: <input type="checkbox"/> Automatic <input checked="" type="checkbox"/> Manual
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			Date of accident:
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Legal remedy under PA Lemon Law and the Magnuson-Moss Act.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER KMHDU46D08U [REDACTED]
Lienholder/Leasing Company _____ Phone Number _____
Account Number _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
engine rattle when a/c is on				yes
esc light on				no
carpet sticking out of console				yes
air bag light		1		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____
 I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

**BBB AUTO LINE
 4200 Wilson Blvd., Suite 800
 Arlington VA, 22203-1838
 Fax: 703-247-9700**



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 02/25/2009

Case Number: HYU0933133

Customer: [REDACTED]

Business: Hyundai Motor America

Mfr-Info: 8000 PA KMHDU46D08U [REDACTED]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : Elantra

Year : 2008

All parties named above submit to arbitration the following:

- * engine rattle when a/c is on
- * esc light on
- * carpet sticking out of console
- * air bag light

The parties have come to agreement on the following:

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase/Replacement

Manufacturer : Denial

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are:

Purchase price: (reflects the deduction of a rebate, if applicable)

- *
- *
- *
- *
- *
- *

(* Indicates additional remedies that can only be included if a lemon law repurchase is awarded)

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:



BBB AUTO LINE

February 25, 2009

DEBBIE CZACHOR
HYUNDAI MOTOR AMERICA
1100 CRANBURY SOUTH RIVER RD
JAMESBURG NJ 08831

Re: W-M2 HYU0933133: Zusin vs Hyundai Motor America
KMHDU46D08U [REDACTED]

Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

- * *Customer Claim Form (CCF)*
- * Any documentation submitted by the attorney
- * *Agreement to Arbitrate* (except in California);
- * *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

- * How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
- * Do the alleged problems currently exist? What arguments and facts support your conclusion?
- * What is the cause of each alleged problem? What arguments and facts support your conclusion?
- * Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
- * Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
- * What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

Council of Better Business Bureaus, Inc.

4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

Your written position must include all supporting documents (i.e., repair orders, technical service bulletins, purchase contract or lease agreement) that you wish the arbitrator to consider.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, the BBB will provide you with three days advance notice of the inspection date.

If you have any questions, please contact me at 800.334.2406. Please fax your position to 703.247.9700.

Please call me if you have any questions. Thank you for your cooperation in this matter.

Sincerely,

Donna Patterson at Extension 506



KIMMEL & SILVERMAN
P.C.

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

- * Member, PA Bar
- * Member, NJ Bar
- * Member, DE Bar
- * Member, NY Bar
- * Member, MD Bar
- * Member, OH Bar
- * Member, DC Bar
- * Member, AZ Bar
- * Member, CO Bar
- * Member, VT Bar
- * Member, MI Bar
- * Member, RI Bar

- JACQUELINE C. HERRITT
 - ROBERT A. BARKIN
 - HY DAVID RUBINSTEIN
 - BARRY R. WINBERMAN
 - MELISSA R. PIALA
 - IRA F. SWADES
 - DAVID L. LIEBERMAN
 - ANGELA K. TRONCETTI
 - FRED BLAVIS
 - REYNOLD ROWLAND
 - CHRISTOPHER R. HOLLIDAY
 - AMY L. HENNECOFF
 - MICHAEL J. BOSKA
 - CHRISTINA GILL ROSEMAN
 - RICHARD A. SCHOLEY
- Of Counsel:
RONNA LUCAS

WESTERN PA OFFICE, 210 Grant
 NEW JERSEY OFFICE, Executive Quarters, 193
 MARYLAND OFFICE, 500 Radland C
 DELAWARE OFFICE, 501 Silverdale
 MASSACHUSETTS OFFICE, 45 F
 PLEASE REMIT A

WRTGC
 HYU0933133

216-7344

BBB AUTO LINE
 Alternative Dispute Resolution Divis
 Council of Better Business Bureaus, Inc.
 4200 Wilson Blvd., Suite 800
 Arlington, VA 22203

RE: [REDACTED] v. Hyundai Motor America

Dear Gentlemen:

I am representing [REDACTED] regarding her 2008 Hyundai Elantra. I am writing to inform you that my client has experienced various problems with his vehicle, constituting nonconformities under Pennsylvania law.

Further, the failure of Hyundai, through its authorized warranty service facilities, to correct the above-mentioned nonconformities constitutes a violation of the Pennsylvania Lemon Law, the Magnuson-Moss Federal Trade Commission Warranty Improvement Act and the Pennsylvania Unfair Trade Practices and Consumer Protection Law, for which my client seeks legal remedy.

In accordance with the terms of Hyundai's warranty pertaining to the subject vehicle, we are hereby requesting arbitration through your Autoline program before taking my client's claim to court. Be advised that while Autoline is an informal dispute resolution procedure, my law firm will handle all aspects of the claim(s) on behalf of [REDACTED] and will seek any and all remedies available under the applicable law, including reasonable attorney fees and treble (triple) damages.

My clients claim is clear and is hereby submitted "In Writing" on the papers pursuant to Dispute Resolution Rule 12. My client requests pursuant to BBB Auto Line Programs Summary

Page 3 and dispute resolution Rule 10 the BBB arrange for a neutral technical expert to examine my client's vehicle prior to the arbitration hearing.


As you know, you must reach a final disposition of the claim within forty (40) days of the date of this letter.

If there is anything you need to expedite the process, please contact me immediately.

If I do not hear from you pertaining to this claim, I will assume that your program does not have the authority to award all available legal remedies and that you have declined to process this claim accordingly.

If that becomes the case, this letter shall serve as the submission of my client's claims to your Autoline program, and I will proceed with the filing of a complaint in the Court having appropriate jurisdiction on Julia Zusin behalf.

Very truly yours,


ROBERT A. RAPKIN

RAR/tdd

cc: 

Customer Claim Form

Contact Date: 7/17/08 Start Date: 9/5/08 Case Number: 08-33781

Have you contacted the mfr regarding your claim? [X] YES [] NO
Have you previously filed a claim on this vehicle with the BBB or another dispute resolution provider? [] YES [X] NO
If yes, name of provider: Date: Case Number:

Titled Owner(s) Name & Address

Day Phone: WORK [redacted] Evening Phone: [redacted] Cell Phone: [redacted]
Fax Number: [redacted] E-mail Address: [redacted]
Customer Contact Info: [redacted]

Vehicle Information

Name(s) of individual(s) or business that appear on vehicle title: [redacted]
Vehicle Use: [X] Personal [] Business [] Both Percentage of time vehicle used for business purposes: 50% DRIVE TO AND FROM W
Transmission Type: Number of vehicles owned or leased by the business:
Make: HYUNDAI Model: ELANTRA Model Year: 2008 Current Mileage: 51,000
Vehicle Identification Number: KMHDU46D08U [redacted]
Servicing Dealer/City/State: HYUNDAI OF TURNERSVILLE - NEW JERSEY
Selling Dealer/City/State: SAME
Insurance Carrier ALLSTATE Policy Number:
Has vehicle been in an accident/had body damage? Yes [] No [X] Date of accident:
Description of Damage :

Purchase/Lease Information (Complete left side if vehicle was purchased or right side if vehicle was leased)

Purchase Date: 3/8/08 Mileage at purchase: 8 miles Lease Date: Mileage at lease:
Purchased As: [X] New [] Used [] Demo Leased As: [] New [] Used [] Demo
Is the vehicle in your possession? YES Is the vehicle in your possession?
Lienholder's Name: CITI FINANCIAL AUTO Leasing Company's Name:
Address: PO BOX 183036 Address:
City/St/Zip: COLUMBUS, OHIO 43218 City/St/Zip:
Phone: 800-486-1750 Phone:
Lienholder Acct #: 4496929901 Leasing Company's Acct #:

Customer's Desired Outcome (Describe what you want done to resolve your concern)

I want a new car, or a free upgrade to a new sonata.

Signature of Titled Owner(s) [redacted] Date: 9/11/08
I am submitting this dispute for [redacted] and I agree to arbitrate the dispute under BBB AUTO
LINE Arbitration Rules.

Return the Form to:

Customer Claim Form

Customer Name:

Case Number:

Vehicle Concerns

First Repair Attempt Date: 4/10/08 Mileage: ~~500~~ approx
 Last Repair Attempt Date: 10/10/08 Mileage: ~~4700~~ 6,377
 Total Days out of Service: _____

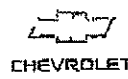
Problems - Please list your primary concern first	Servicing Dealer(s)	Current? Yes or No	# of Repair Attempts	Repair Date(s)	Mileage on Date(s)	Days Out of Service
u						
Engine rattle when AC is on	Hyundai of Tennesseeville	yes	#1	4/17/08	1421	1/2
Engine rattle when AC is on	"	yes	#2	5/5/08	1865	3
AC noisy - rumble Service dept could hear it	"	yes	#3	7/10/08	4124	5
ESC light - shorted out brake light switch	"	no	#1	7/10/08	4124	3
Carpet sticking out of Console	"	yes	#1	4/17/08	1421	1
Carpet sticking out again	"	yes	#2	5/5/08	1865	-
Carpet sticking out again	"	yes	#3	7/10/08	4124	-
Carpet sticking out again - foot caught in Carpet went through floor, while driving	"	yes	#4	8/22/08	5131	7
Carpet again - to replace scheduled repair 9/19/08	"	yes	#5	9/19/08		
Carpet replaced	"	yes	#6	9/26/08		4
Also fuel pump recall + airbag light, abnormal noise in engine	"	yes		8/22/08, 10/10/08		1

HYUNDAI OF TURNERSVILLE

SERVICE INVOICE



3400 Route 42 • P.O. Box 9070 • Turnersville, NJ 08012
 (856) 629-4500 • Fax (856) 728-3820
 www.turnersvilleauto.com



HUMMER

HONDA



CUSTOMER NO. 14116	ADVISOR MATTHEW SHANLEY	225	TAG NO. 367	INVOICE DATE 07/11/08	INVOICE NO. HYCS240081
PHILADELPHIA, PA	LABOR RATE 94.00	LICENSE NO.	MILEAGE 4,124	COLOR 7	STOCK NO. 80360442
	YEAR / MAKE / MODEL 08 / HYUNDAI / ELANTRA / 4DR 4AT SE			DELIVERY DATE 03/08/08	DELIVERY MILES 23
	VEHICLE I.D. NO. K M H D U 4 6 D 0 8 U			BELLING DEALER NO. 100	PRODUCTION DATE
	F.T.E. NO.		P.C. NO.	R.O. DATE 07/10/08	
BUSINESS PHONE	COMMENTS				MO: 4132

JOB# 1 CHARGES

LABOR
 J# 1 21HYZ A/C NOISEY HOURS: TECH(S):6086 INTERNAL
 CUSTOMER STATES A/C HAS RATTLE NOISE WHEN PUTTING UR FOOT ON THE BRAKE INTERMENTLY WHEN A/C IS ON TEST DROVE VEHICLE WITH AND WITHOUT CUSTOMER AND INSPECTED FOR ANY LOOSE COMPONENTS ON VEHICLE VEHICLE SOUNDS DURING OPERATION TO MANUFACTURES SPECIFICATIONS

JOB# 1 TOTALS
 JOB# 1 JOURNAL PREFIX HYCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
 J# 2 10HYZ14 ESC LIGHT HOURS: D.60 TECH(S):6086 WARRANTY
 CUSTOMER STATES ESC OFF LIGHT ON C1513 CODE SHORTED OUT BRAKE LIGHT SWITCH REPLACED BRAKE LIGHT SWITCH CLEAR MEM ROAD TEST OK

PARTS
 QTY FP-NUMBER DESCRIPTION LIST PRICE UNIT PRICE WARRANTY
 1 93810-3K000 SWITCH ASSY-STOP TOTAL - PARTS 0.00

JOB# 2 TOTALS
 JOB# 2 JOURNAL PREFIX HYCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
 J# 3 10HYZZ1 BLANK HOURS: TECH(S):6086 INTERNAL
 CUSTOMER STATES CARPET IS PULLED OUT ON RIGHT SIDE OF DRIVERS SEAT NEAR CENTER CONSOLE INSPECTED CARPET FOR ANY SHORTAGES ON LENGTH OR PERFORMI TY TUCKED CARPET BACK UNDER CONSOLE AND IS INSTALLED AND CONDITION TO MANUFACTURES SPECIFICATIONS

JOB# 3 TOTALS
 JOB# 3 JOURNAL PREFIX HYCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR
 J# 4 11HYZ BLANK HOURS: TECH(S):6086 INTERNAL
 CUSTOMER STATES SOMETHING HANGIN G FROM FRONT END OF VEHICLE VEHICLE HAD PIECE OF FOAM(ROAD DEBRIS) HANGING FROM VEHICLE REMOVED FOAM PICE

The Reynolds and Reynolds Company BRANTVINE CO26480 D (10/08)

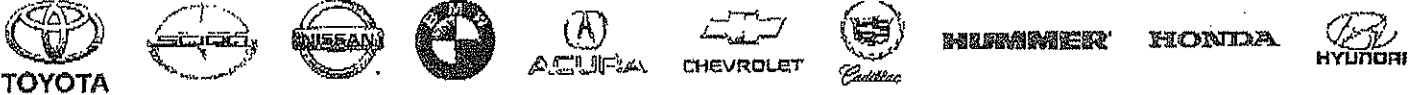
Please Read Important Information On Reverse Side

HYUNDAI OF TURNERSVILLE

SERVICE INVOICE



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 (856) 829-4500 • Fax (856) 728-3820
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CUSTOMER NO. 14116	ADVISOR MATTHEW SHANLEY	225	TAG NO 367	INVOICE DATE 07/11/08	INVOICE NO. HYCS240081
[REDACTED]	LABOR RATE 94.00	LICENSE NO.	MILEAGE 4,124	COLOR 7	STOCK NO. 8U360442
PHILADELPHIA, PA	YEAR / MAKE / MODEL 08/HYUNDAI/ELANTRA/4DR 4AT SE			DELIVERY DATE 03/08/08	DELIVERY MILES 23
	VEHICLE I.D. NO. K M H D U 4 6 D 0 B U			SELLING DEALER NO 100	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 07/10/08		
BUSINESS PHONE	COMMENTS				MO: 4132

JOB# 4 TOTALS -----
 JOB# 4 JOURNAL PREFIX HYCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES -----
 LABOR J# 5 70HYZ12 COURTESY TRANSPORT. HOURS: TECH(S):6086 WARRANTY
 CUSTOMER STATES SERVICE LOANER
 NO CHARGE SERVICE LOANER
 SERVICE LOANER.

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
 DL DEALER LOANER WARRANTY
 DSF DOMESTIC SECURITY FEE WARRANTY
 TOTAL - MISC 0.00

JOB# 5 TOTALS -----
 JOB# 5 JOURNAL PREFIX HYCS JOB# 5 TOTAL 0.00

COMMENTS-----
 WAIT

TOTALS-----

 * TOTAL LABOR.... 0.00
 * TOTAL PARTS.... 0.00
 * TOTAL SUBLET... 0.00
 * TOTAL G.O.G.... 0.00
 * TOTAL MISC CHG. 0.00
 * TOTAL MISC DISC 0.00
 * TOTAL TAX..... 0.00

TOTAL INVOICE \$ 0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

The Reynolds and Reynolds Company EMARTIRVE CCM4660 1/03/09